



AGENDA
DALLAS COUNTY JUVENILE BOARD
Monday, September 28, 2015
5:00 PM

305th District Court Master / Referee Courtroom, Rm. A332, 3rd Floor
Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, TX 75212

FILED

COUNTY CLERK
DALLAS COUNTY

2015 SEP 23 AM 11:05

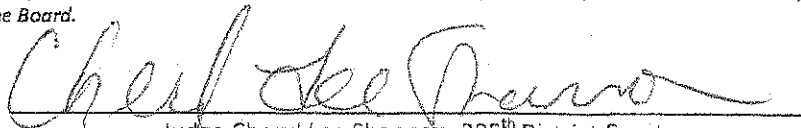
- I. Call to Order
- II. Approval of Minutes
August 24, 2015
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
- V. Action Items - Juvenile Department
 - C. Youth Service Advisory Board (YSAB) Junior Fund allocations for FY2016
 - D. Extension of FY2016 Juror Fund Allocations
 - E. Justice Benefits Inc. (JBI) Contract Renewal
 - F. Approval of deferment of 3% Structural Salary Increase of Chief Probation Officer
 - G. Juvenile Processing Office – Juvenile Processing Office – Wilmer Police Department, Grand Prairie Police Department
 - H. FY2016 Title IV-E and Contracted Residential Placement Rate Increase
 - I. Drug Prevention Resources, Inc. at Lyle B. Medlock Treatment Facility
 - J. Substance Abuse Unit - Application for Continuing Education Provider Approval.
 - K. Professional Services Agreement with Jewish Family Service of Greater Dallas for FY2016
 - L. Continuation of Residential Services Contracts for FY2016
 - M. Continuation of Non-Residential Services Contracts for FY2016
 - N. Drug Court Professional Services Contract
 - O. TechShare Juvenile Resource Sharing Addendum No. 3
- VI. Discussion Items - Charter School
 - P. Charter School Update
- VII. Action Items - Charter School
 - Q. Precision Business Machines, Inc. Contract with Academy for Academic Excellence
 - R. Acceptance of Estimated Federal Funds Entitlements
- VIII. Executive Session - Juvenile Department

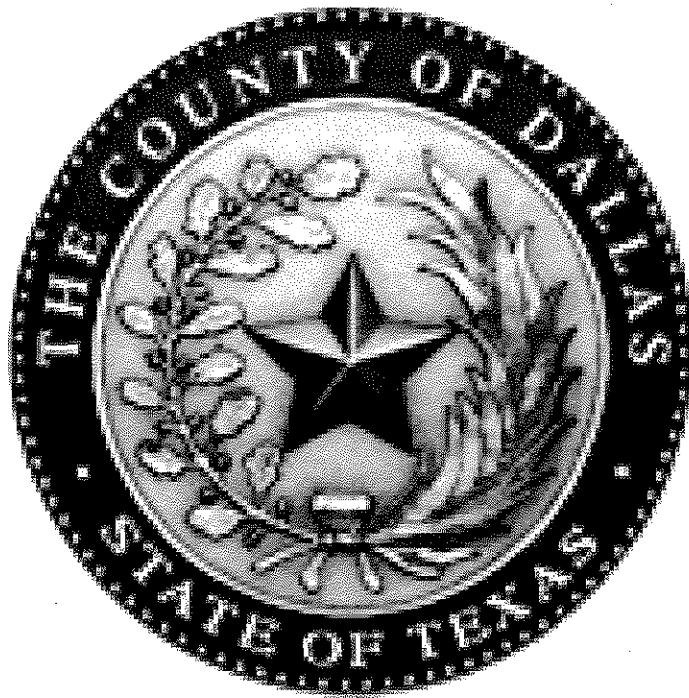
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076 Subjects: - Contracts
- Litigation
- Personnel-Salary and/or merit increase of Chief Probation Officer: Approval of deferment of 3% Structural Salary Increase
- Security

Notes:

*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Na'thella Wilson (214.698.2215) 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



APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: August 24, 2015

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: 305th District Court/Referee Courtroom, Room A332 ~ 3rd Floor
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212

MEMBERS PRESENT: Commissioner John Wiley Price, Vice-Chairman
Judge Paula Miller
Judge Andrea Martin
Judge Clay Jenkins
Judge Amber Givens-Davis
Judge Craig Smith

MEMBERS ABSENT: Judge Cheryl Lee Shannon, Chairman
Judge Andrea Plumlee
Judge Ken Molberg

I. Call to Order

The Dallas County Juvenile Board met at the Dallas County Juvenile Department, 305th District Court/Referee Court, Room A332 3rd Floor. At 5:07 p.m., Commissioner John Wiley Price mentioned there was no quorum and will move on to the items that do not require any actions, the Director's Report.

II. Discussion Items-Juvenile Department

A. Director's Report:

Dr. Terry Smith acknowledged Ms. Olivia Landin of Education celebrated 30 Years of Service. Ms. Vonda Clark of the Letot Center celebrated 25 Years of Service and Ms. Jacques Evans of Youth Village celebrated 20 years.

Mr. Jeremy Burrell and Mr. Leonardo Castro-Gutierrez were selected to fill the Probation Officer positions in Intake Screening and began their roles on July 13, 2015.

Lisa Murad, Drug Court Coordinator, represented Dallas County at the National Association of Drug Court Professionals (NADCP) conference held July 27-30, 2015 in Washington, D.C.

Ms. Raquel Mariscal who is the Juvenile Detention Alternative Initiative (JDAI) Coordinator and Technical Advisor came to visit the department for three days to go over what the Juvenile Department does in terms of the Eight Core Strategies by the Annie E. Casey Foundation. She had very good things to say about what we are doing and how we are doing it.

Mr. Rudy Acosta, Deputy Director of Probation and Ms. Zakiyyah Terrell, Assistant Supervisor attended the Texas System of Care Consortium in Austin, Texas on July 28, 2015. The information obtained during the visit will be applied in building the local System of Care here in Dallas.

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

214-698-2200 Office

214-698-5508 Fax

Dr. Smith highlighted how part of the tour of detention will be the new Art Studio in Detention.

On July 29, 2015, the Level 4 residents went on a field trip to the African Arts Museum at Fair Park. On July 25, 2015, the Hill Center boys teamed up with the Letot boys and played a thrilling game of basketball against the Youth Village boys in the 1st Annual Institutions Basketball Tournament.

The Letot Residential Treatment Center opened on Thursday July 30, 2015 and they have fourteen (14) girls. The girls who are a part of the ESTEEM Court took a tour of El Centro College's Culinary School on July 20, 2015. On July 28, 2015 the girls also visited the movie studio, Reel FX.

B. JJAEP Update:

Summer school ended on July 17, 2015, and Ms. Terra Cummings spent part of her vacation creating bulletin boards to beautify the school for incoming students at the JJAEP campus.

Judge Craig Smith arrived at 5:10 p.m., therefore, a quorum was present. Commissioner John Wiley Price, Vice-Chairman, called the Juvenile Board Meeting to order.

III. Tour of Facility

Dallas County Juvenile Board Members toured the Dr. Jerome McNeil Juvenile Detention Center and the Marzelle Hill Transition Center at 5:11 pm. Judge Amber Givens-Davis joined the Board Members during the tour at 5:22pm. All members returned at 5:35 p.m.

IV. Approval of Minutes

Commissioner John Wiley Price presented the Minutes from the July 27, 2015, Juvenile Board Meeting for approval. A motion was made by Judge Clay Jenkins and seconded by Judge Andrea Martin to approve the July 27, 2015 minutes. The motion was unanimously approved.

V. Public Comment

Commissioner John Wiley Price made mentioned there were no persons present for public comment and then went on to Discussion Items.

VI. Action Items - Juvenile Department

C. Dr. Jerome McNeil Juvenile Detention Center Facility Certification:

Having toured the facility, Dr. Smith asked the Juvenile Board to certify the Pre and Post-Adjudication programs located in the Dr. Jerome McNeil Jr. Detention Center. The estimated cost is \$151.14 per child per day with the operating cost of the program being \$14,214,681. The Department further recommends the Juvenile Board certify the facility as follows: 248 beds for pre-adjudication detention, 110 beds for post-adjudication detention, and 74 beds with dual certification. Dr. Smith stated at the last month meeting the Board talked about when TJJD came to audit and informed the Board a copy of the report is available for review.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to certify the Dr. Jerome McNeil Jr. Detention Center as suitable for the detention and confinement of children. The motion was unanimously approved.

D. Dr. Jerome McNeil Juvenile Detention Center Policy & Procedures:

Dr. Smith stated the 2015 Policies and Procedures Manual was totally revised due to Texas Juvenile Justice Department (TJJD) chapter 343 standard changes effective January 1, 2015. Dr. Smith asked the Juvenile Board to approve the 2015 Policies and Procedures for the Dallas County Juvenile Detention Center as well as authorize the Director of Juvenile Services or designee to modify any policy and

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procedure as needed and pending approval by the Juvenile Board at the next regularly scheduled meeting.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the 2015 Policies and Procedures for the Dallas County Juvenile Detention Center. The motion was unanimously approved.

E. Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) Policy & Procedures:

Dr. Smith asked the Board to approve the 2015 Policies and Procedures Manual for the START/RDT Post Adjudication Program as well as authorize the Director of Juvenile Services or designee to modify any policies and procedures as needed.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the 2015 Policies and Procedures Manual for the START/RDT Post Adjudication Program. The motion was unanimously approved.

F. Marzelle Hill Transition Center Facility Certification:

Dr. Smith asked the Board to approve the Marzelle C. Hill Transition Center for certification. Texas Juvenile Justice Department (TJJD) mandates that the Juvenile Board certify the facility suitable for children. The Marzelle C. Hill Center underwent its first TJJD monitoring visit on June 1-June 5, 2015. The current cost for the Marzelle Hill Transition facility verified by Rhonda Gilliam, Business Manager is \$136.01, per diem based on a 2015 fiscal year average daily population of 42 children per day with the operating budget of \$2,206,251.

- A motion was made by Judge Craig Smith and seconded by Judge Amber Givens-Davis to certify the Marzelle C. Hill Transition Center as suitable for the confinement of youth. The motion was unanimously approved.

G. Marzelle Hill Center Policy & Procedures:

Dr. Smith asked the Board to approve the 2015 Policies and Procedures for the Marzelle C. Hill Center as well as authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed. Mrs. Denika Caruthers, Administrative Legal Advisor and Quality Assurance Supervisor, Ms. Leah Probst did review and approved the policy and procedures for the Marzelle C. Hill Center.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the 2015 Policies and Procedures for the Marzelle C. Hill Center. The motion was unanimously approved.

H. Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures Manual:

Dr. Smith stated the redline version was provided for the Juvenile Justice Alternative Education Program (JJAEP). Dr. Smith asked the Board to approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures Manual.

- A motion was made by Judge Paula Miller and seconded by Judge Amber Givens-Davis to approve the Juvenile Justice Alternative Education Program (JJAEP) Policies and Procedures Manual for the Juvenile Justice Alternative Education Program (JJAEP) School. The motion was unanimously approved.

I. Juvenile Processing Office – UT Southwestern Medical Center Police Department, Union Pacific Railroad Police Department, University Park Police Department, Lancaster Independent School District (ISD) Police Department and Dallas County Schools:

Dr. Smith asked the Juvenile Board to approve the Juvenile Processing Offices for the UT Southwestern Medical Center Police Department located at 6303 Forest Park Road, by approving Rooms BLC 206, BLC 214 and BLC 228. They were previously designated as approved Juvenile Processing Offices. Dr. Smith explained how they are only updating the physical address from 5323 Harry Hines to 6303 Forest Park Road, Dallas, Texas 75390. Mr. Rudy Acosta, Deputy Director of Probation Services inspected the building on July 30, 2015 and determined the site suitable. UT Southwestern Medical Center Police Department did not refer any youth to the Dallas County Juvenile Department for 2014.

The second Juvenile Processing Office is the Union Pacific Railroad Police Department located at 9211 Forney Road. It was designated on September 24, 2001 as a Juvenile Processing Office. They are no longer utilizing this location so therefore, we are going to deactivate them from the list. They did not refer any youth to the Dallas County Juvenile Department in 2014. If they need any assistance they will call the local police agencies.

The third Juvenile Process Office is the University Park Police Department located at 3800 University Blvd., Dallas, Texas 75205. They were previously approved in February 23, 2009. It was personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 7, 2015 and he determined this site suitable as a Juvenile Processing Office. In 2014, the University Park Police Department referred six (6) youth to the Dallas County Juvenile Department. Of the six (6) referrals, 5 were White males and 1 was a White female.

The fourth Juvenile Processing Office is the Lancaster Independent School District (ISD) Police Department's room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134 which is also combined with Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134. This was inspected by Mr. Roger Taylor, Manager of Probation Services on July 16, 2015 and deemed suitable as a Juvenile Processing Office. They referred nineteen (19) youth to the Dallas County Juvenile Department in 2014. Of the 19 referrals, 15 were African American males and 4 were African American females.

Dr. Smith asked the Board to also approve the final Juvenile Processing Office which is the Ranch View High School room 1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063. It was inspected and reviewed by Mr. Roger Taylor, Manager of Probation Services on July 30, 2015 and deemed suitable as a Juvenile Processing Office. In 2014, they referred thirty (30) youth to the Dallas County Juvenile Department. Of the thirty (30) referrals, 19 were African American; 9 were Hispanic and 2 were White. And of the thirty (30) referrals, 10 were female and 20 were male.

Dr. Smith asked the Juvenile Board to approve the Juvenile Processing Offices of UT Southwestern Medical Center Police Department, to remove the Union Pacific Railroad Police Department, to approve the Juvenile Processing Office for the University Park Police Department, to approve the Juvenile Processing Offices for the Lancaster Independent School District Police Department and the Lancaster

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High School and the Elsie Robertson Middle School, and the Dallas County Schools Police Department and add Ranch View High School.

Point of Clarification – Commissioner John Wiley Prices asked where Ranch View was located and if they are using the location as their processing office. Mr. Rudy Acosta clarified the location was in North Irving and they are using it as one of their processing offices. He also clarified that Mr. Roger Taylor did visit the location and deemed it to be suitable. Mr. Roger Taylor explained the processing office is particularly for the Ranch View area and not all of Irving.

Point of Information – Dr. Smith mentioned for the record the room number for Dallas County School will be corrected.

- A motion was made by Judge Paula Miller with the correction of the room number for the Dallas County Schools and seconded by Judge Amber Givens-Davis to approve the Juvenile Processing Offices. The motion was unanimously approved.

J. FY2016 Contract with Southwestern Medical Center (UTSW) for Psychological Services:

Dr. Smith acknowledged how every year the department contracts with Southwestern Medical Center for their Psychological Services of their Interns. The cost is not to exceed \$69,705. Dr. Smith made mention how the department continues to use their Interns for psychological services and testing. Dr. Smith mentioned how this helps not to have a backlog when the kids are seen before court. The department general pays a rate of \$13.52 per hour. This is the third year of the fourth renewal. Dr. Smith asked the Board to approve the Inter-local agreement between the Juvenile Department and the University of Texas Southwestern Medical Center.

Point of Information – Dr. Smith gave an overview of the ethnic breakdown of the Interns. There are seven Interns. Out of those seven, one (1) African-American, five (5) Caucasians, and one (1) Asian and for gender specific, two (2) males, and five (5) females. Dr. Smith highlighted part of Commissioner John Wiley Price concerns is always the students we have and the Interns we do get. Dr. Smith made mention we need to always be cognizant of the staff we hire. The staff we hired are; thirty (30) African-Americans, fourteen (14) Hispanics, twenty-four (24) Caucasians, two (2) Asian, nineteen (19) Males and fifty-one (51) Females with a total 70 staff who are hired. They are reflective of the population we serve.

- A motion was made by Judge Craig Smith and seconded by Judge Andrea Martin. Commissioner John Wiley Price opposed to approve FY2016 Contract with Southwestern Medical Center for Psychological Services. The motion was approved.

K. Approval of a Memorandum of Understanding with Big Thought:

Dr. Smith made mention of the YSAB Meeting held on July 20, 2015, and approved the funding for several programs. The Youth Service Advisory Board (YSAB) Juror Fund recommendation to allocate \$26,000 to Big Thought to provide art education to youth residing in Dallas County Institutions, Evening Reporting Center and with Creative Solutions summer program alumni. The agreement is effective from October 1, 2015 to September 30, 2016. Dr. Smith asked the Board to approve the Memorandum of Understanding with Big Thought. Ms. Binford from Big Thought was present to answer any questions and helped with the unveiling of the art in detention.

- A motion was made by Judge Paula Miller and seconded by Judge Clay Jenkins to approve the Memorandum of Understanding with Big Thought. The motion was unanimously approved.

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L. Approval of a Memorandum of Understanding with Succeeding at Work:

Dr. Smith mentioned Succeeding at Work was allocated \$40,000 from the YSAB Juror Fund. They will be working with the students of the Academy for Academic Excellence. The program provides education, training, job placement and volunteer opportunities for the youth.

Dr. Smith asked the Board to approve \$40,000 to be dispensed in four quarterly installments of ten thousand dollars (\$10,000) which begins October 1, 2015 to September 30, 2016. Ms. Martin with Succeeding at Work was present to answer any questions.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Memorandum of Understanding with Succeeding at Work. The motion was unanimously approved.

M. Approval of a Memorandum of Understanding with AIM, LLC:

Dr. Smith made mention AIM, LLC was allocated \$40,000 which will be dedicated to the Diversion Male Court Program from the YSAB Juror Fund. The program will provide support services to increase school attendance for youth participating in the Diversion Male Court program.

Dr. Smith asked the Board to approve \$40,000 to be dispensed in four quarterly installments of ten thousand dollars (\$10,000) which begins October 1, 2015 to September 30, 2016. Ms. Santiago with AIM, LLC was present to answer any questions.

Point of Clarification – Commissioner John Wiley Prices asked has the curriculum been augmented. Ms. Santiago explained the reason they shortened the name was because they do more than truancy. She went on to explain what exactly they do at AIM, LLC. She informed the Board how AIM, LLC monitors mentors, and advocates for justice involved youth to attend school and increase academic competencies. The program consists of daily wake up calls, daily follow up by dedicated case managers, school visits, and virtual mentoring for 50 students.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the Memorandum of Understanding with AIM, LLC. The motion was unanimously approved.

N. Youth Services Advisory Board (YSAB) Appointments:

Dr. Smith explained YSAB had two openings, Ms. Kathryn Collar who retired and the unfortunate passing of Mr. Steve Crane. Notices were sent out to nominees on February 11, 2015 and again on March 10, 2015. The delay in the board selections was because there was no quorum and the YSAB Board meets every other month. On July 20, 2015 the YSAB Board met and selected Dr. Rebecca Corona who works for Parkland at the deHaro-Saldivar Health Clinic and at the Southeast Health Clinic; and Justice Kerry Fitzgerald - Retired from the Fifth District Court of Appeals. The terms of service will be from September 1, 2015 to January 31, 2016. Dr. Smith asked the Board to approve the appointment of Dr. Rebecca Corona and Justice Kerry Fitzgerald to fill the two vacancies for the remaining 2014-2016 terms.

- A motion was made by Judge Paula Miller and seconded by Judge Amber Givens-Davis to approve Dr. Rebecca Corona and Justice Kerry Fitzgerald to fill the two vacancies for the remaining 2014-2016 terms. The motion was unanimously approved.

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O. Juvenile Detention Alternative Initiative Spending Plan:

Dr. Smith asked the Board to approve the Juvenile Detention Alternative Initiative Spending Plan (JDAI) for year ten (10). The Juvenile Department was awarded \$15,000. It is outlined in the brief part of the contract goes for \$1,000 a month for professional services to Dr. Jaya Davis who contracts with the Juvenile Department, \$2,000 for business travel, \$500 for groceries, and \$500 for office supplies. For December 2015 JDAI will get an additional \$15,000. Dr. Smith asked the Board to approve the JDAI spending plan through November 30, 2015.

- A motion was made by Judge Andrea Martin and seconded by Judge Craig Smith to approve the JDAI Spending Plan through November 30, 2015. The motion was unanimously approved.

P. TJJD State Financial Assistance Contract 2016-2017 Biennium:

Dr. Smith explained how Texas Juvenile Justice Department allocates funds to the various departments around the state based on population, needs, and desires. For the FY 2016-2017 Biennium, the new State Aid budget structure consists of five main categories: Basic Probation Supervision, Community Programs, Pre & Post Adjudication Facilities, Commitment Diversion Initiatives, and Flexible Funds. Each category has a minimal and maximum expenditure allotment. Due to the increased flexibility of the movement of funds throughout the quarter reporting, the Juvenile Department will be allowed to reallocate funds to other categories, except mental health, which can only transfer funds in but cannot transfer out. This is 4.116 percent less in fiscal year 2016. By incorporating youthful sex offenders and opening up Letot Residential Treatment Center it is projected the decrease will not impact us for the upcoming year. The term of the State Financial Assistance contract is from September 1, 2015 through August 31, 2017. Dr. Smith asked the Board to approve the 2016-2017 Biennium State Financial Assistance Contract and any subsequent amendments to the budget and funding with the Texas Juvenile Justice Department.

Point of Information – Dr. Smith highlighted how the Juvenile Department is keeping the kids closer to home.

- A motion was made by Judge Andrea Martin and seconded by Judge Amber Givens-Davis to approve the 2016-2017 Biennium State Financial Assistance Contract. The motion was unanimously approved.
- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made to convene as the Academy for Academic Excellence Charter School by Judge Paula Miller and seconded by Judge Craig Smith. The motion was unanimously approved.

VII. Discussion Items - Academy for Academic Excellence (AAE) Charter School**Q. Charter School Update:**

Dr. Smith stated the school was out for the summer, so what they spent most of their time doing was ordering supplies and they were delivered to all the campuses. The Administrators returned on August 3, 2015 and the teachers returned on August 10, 2015.

VIII. Action Items – Academy for Academic Excellence**R. Contract Renewal with Odysseyware and Academy for Academic Excellence:**

Dr. Smith asked the Charter School Board to approve the contract and the purchase of Odysseyware. There will be no financial impact to the county as funds used for purchase will be from Instructional Materials Allotment (IMA) Funds. Financial terms will be paid in three fiscal years. The first year is for \$84,000, the second year will be for \$78,960, and the third year will be \$73,920. The term of the contract will be from September 1, 2015 to August 31, 2018.

- A motion was made by Judge Clay Jenkins and seconded by Judge Andrea Martin to approve the contract and the purchase of the Odysseyware online curriculum. The motion was unanimously approved.

S. Faronics: Deep Freeze Licenses for Academy of Academic Excellence:

Dr. Smith acknowledged how the kids are clever. What they have been doing with the computer system is figuring out ways to go beyond their scope. Dr. Smith stated the department has teamed up with Mr. Richard Ballard, Assistant Chief of Dallas County IT to develop a plan to prevent computers from straying from their baseline configurations. Deep Freeze will cost \$6,894.45. Dr. Smith asked the Charter School Board for approval.

- A motion was made by Judge Paula Miller and seconded by Judge Amber Givens-Davis to approve the Purchase of the Deep Freeze through Faronics. The motion was unanimously approved.

T. ESPED.com Inc. Contract for 2015-2016 School Year:

Dr. Smith asked the Charter School Board to approve the User Agreement between the Academy for Academic Excellence School and ESPED and to authorize the Charter School Board President to sign the User Agreement. This will be from September 1, 2015 to August 31, 2016. The cost per student is \$30.00 which totals \$3,360.50 for the contract year. ESPED allows for Special Education Services especially for our Admission, Review, and Dismissal (ARD) Program.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the User Agreement between the Academy for Academic Excellence Schools and ESPED and to authorize the Charter School Board President to sign the User Agreement. The motion was unanimously approved.

U. Academy for Academic Excellence (AAE) Agreement with Region 10 Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System:

Dr. Smith informed the Board this system was previously named CSCOPE and offered basically the same services. The cost for this service is \$5.00 per student enrolled based on our final PEIMS submission for an estimated subscription fee of \$4,690.00. The Academy for Academic Excellence agrees to pay Region 10 no more than \$5,000 from state aid. Dr. Smith made mention how this system has quality curriculum and assessment components to help meet the standards of rigor and relevance required in the TEKS and the STAAR assessment. This will be effective from July 1, 2015 through June 30, 2016. Dr. Smith asked the Charter School Board to approve the agreement between Region 10 and AAE for the services and support of the Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System.

- A motion was made by Judge Andrea Martin and seconded by Judge Paula Miller to approve the agreement between Region 10 and AAE for the services and support of the Curriculum and Assessment Services Cooperative (CASC) TEKS Resource System. The motion was unanimously approved.

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V. Academy for Academic Excellence Budget Amendment #6: Request of Additional State Aid:

Dr. Smith explained in order to help break even with the bill with the last fiscal year, she asking the Board to be able to use the reserves in the amount of \$180,000 to cover the remaining 2014-2015 operating expenses.

She asked the record to reflect that \$40,000.00 was left out for salaries in the \$180,000 total. These funds will come from the Rainy Day Fund and it has been approved by the Budget Officer. Dr. Smith asked the Board to allow the department to use \$180,000.00 which will help pay for the remaining operating expenses for FY2014-2015.

Point of Clarification – Commissioner John Wiley Prices asked Dr. Smith if this is permitted. Dr. Smith clarified it was permitted and the remaining fund balance will be \$2,874,694.95.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the additional budget of \$180,000.00 for FY15 in state aid. The motion was unanimously approved.

W. Academy for Academic Excellence (AAE) Memorandum of Understanding (MOU) with Dallas County Sheriff's Department:

Dr. Smith stated traditionally, two sheriffs have been placed at the JJAEP location. The department pays for one officer and the Sheriff's Department pays for the other officer. Dr. Smith explained how the Sheriff's Department wanted the department to pay for both officers and because it was not approved in the budget we are still going to pay for one officer. Dr. Smith explained how one officer would be sufficient because of the close connection with Dallas County Security at Henry Wade. She made mention the Sheriff agreed to pilot to see how it would work with one officer. Dr. Smith asked the Charter School Board to approve the Memorandum of Understanding (MOU) for the 2015-2016 academic school year (August 17, 2015 through July 31, 2016) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school resource officer in the amount of \$66,672.00 as well as a \$300 a year for uniform allowance. The 3% raise was included for the position.

During the discussion, Commissioner John Wiley Price asked if the department feels comfortable because traditionally there have always been two officers at the location. Dr. Smith stated when she talked to the Sheriff who did not give a warning they were going to ask the department to pay for both officers. Dr. Smith also stated what she did was poll the other ISDs in the school district to ask how many school resource officers they have and they were averaging a ratio of 1:500 kids. Commissioner John Wiley Price mentioned if their kids are equivalent to the population we serve and there is a reason there have been two officers. Dr. Smith stated there are JSOs who are trained to deescalate and to assist.

- A motion was made by Judge Craig Smith and seconded by Judge Amber Givens-Davis to approve the Academy for Academic Excellence (AAE) Memorandum of Understanding (MOU) with the Dallas County Sheriff's Department to pay for one officer. The motion was unanimously approved.
- A motion made by Judge Clay Jenkins and seconded by Judge Andrea Martin to adjourn at 6:21p.m. as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Judge Clay Jenkins and seconded by Judge Andrea Martin to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

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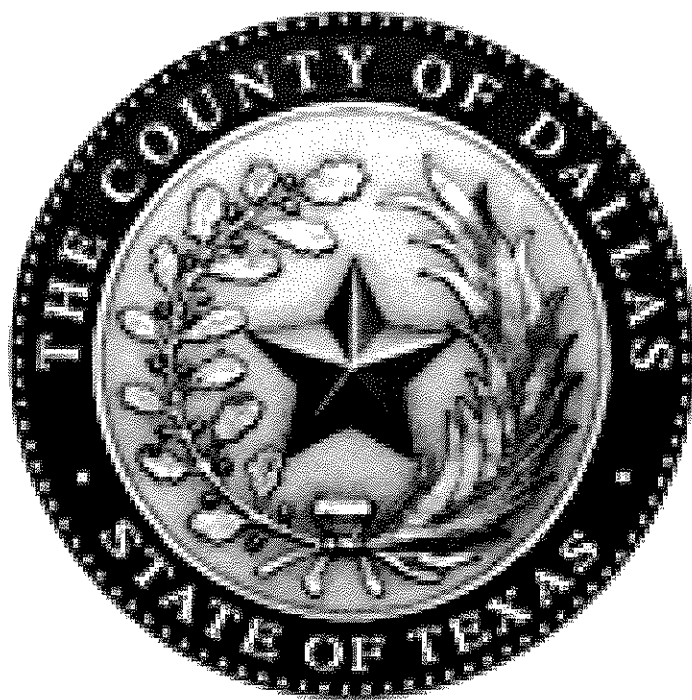
Point of Information – Dr. Smith informed the Board if they have not thanked the YSAB Juror Fund for their donation they may do so at this time on the video.

Point of Information - Commissioner John Wiley Price made mention how the Dr. Jerome McNeil and Marzelle Hill Center looks like it was built yesterday. He thanked the staff on how they have maintained it. They use it extremely well programmatically and he is glad to have Big Thought.

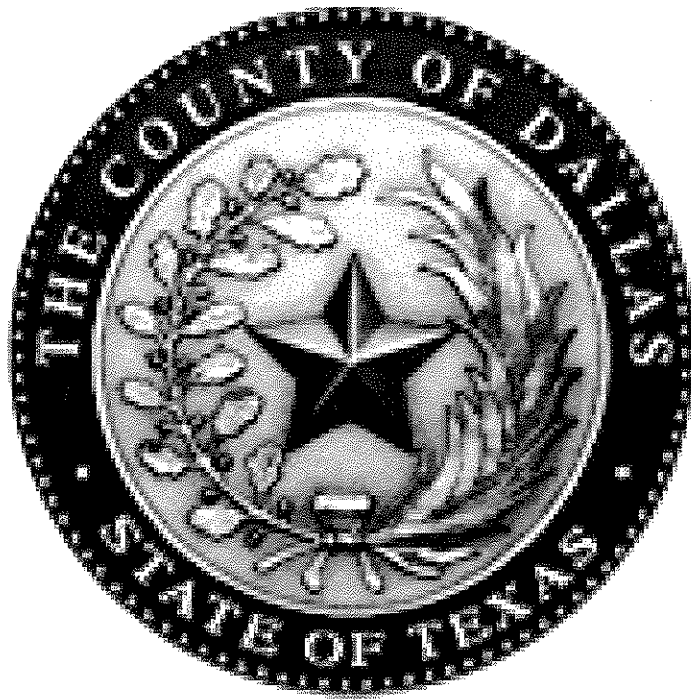
IX. Executive Session - Juvenile Department

For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076;

- Commissioner John Wiley Price, Vice Chairman, stated the Juvenile Board had no further matters to be considered. The meeting was adjourned at 6:25p.m., following a motion by Judge Craig Smith seconded by Judge Amber Givens-Davis. The motion was unanimously approved. Meeting adjourned.



PUBLIC COMMENTS III.



DISCUSSION

ITEM

A.

**DIRECTOR'S REPORT
SEPTEMBER 2015**

The Department recognized outstanding divisional and departmental employees for the month of August 2015, for the following staff:

DCJD Employee of the Month: Darrel Sherman (Detention).

DCJD Employee with 25 Years of Service – Tracy Hall (District 2)

PROBATION SERVICES

Sharon Walker, Field District 1 Supervisor has laterally moved to the vacant District 8 field office effective September 19, 2015. The position she vacates in District 1 Field office is currently in the process of being filled. The Special Needs unit and the Special Needs Diversion Program (SNDP) were audited by Texas Juvenile Justice Department on August 31, 2015. Our Department was commended on a job well done as validated during the audit. Mr. Steve Spencer, TJJD auditor, indicated that we met all components of the SNDP in an exceptional fashion. Congratulations to the Special Needs unit for all their hard work, dedication and commitment to the youth and families we serve.

Community Service Restitution (CSR) Update:

Terrence Forest has officially started as the new Community Service Coordinator. Mr. Forest is enthusiastic about the opportunities of developing new community partnerships and networking with organizations in providing fun and educational services back to the community.

Throughout the month of August 2015, two hundred and twenty-seven (227) youth completed a total of one thousand, three hundred and sixty-three (1,363) Court ordered CSR hours at various approved CSR sites in Dallas County.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **138** youth for psychiatric services during the month of December. A total of **125** psychiatric consultations were performed with **82** of those being follow-up consultations. Of the **56** initial psychiatric consultations performed: **22** resulted in no medication being prescribed; **24** had already been prescribed psychotropic medications and continued those; **1** youth were already prescribed psychotropic medication and their medication was discontinued; and **9** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

MONTHLY REPORT AUGUST 2015

Program News & Updates:

The recently installed paintings in the Detention main hallway, created by Honors Residents, illustrate the old adage "You can't judge a book by its cover." On Monday, August 24, 2015, Couverture Studio was officially unveiled during the facility certification. It was an amazing reception – complete with artisan chocolates, imported cheeses and specialty waters. Our guests shared their thoughts about the program. Judge Andrea Martin wrote, "Beautiful work! Please bring me some art ASAP!" and Lisa Schmidt with Big Thought was

FIELD SERVICES – CY 2015

	August	YTD
Probation Caseload	1350	1386
New Probationers	107	976
Review Hearings	185	1428
Delinquent Conduct	14	131
Technical Violations	21	215
Pre-Adjudicated	567	-
PAIS	107	-
Total Caseload	2024	-

* Average

**DIRECTOR'S REPORT
SEPTEMBER 2015**

The Department recognized outstanding divisional and departmental employees for the month of August 2015, for the following staff:

DCJD Employee of the Month: Darrel Sherman (Detention).

DCJD Employee with 25 Years of Service – Tracy Hall (District 2)

PROBATION SERVICES

Sharon Walker, Field District 1 Supervisor has laterally moved to the vacant District 8 field office effective September 19, 2015. The position she vacates in District 1 Field office is currently in the process of being filled. The Special Needs unit and the Special Needs Diversion Program (SNDP) were audited by Texas Juvenile Justice Department on August 31, 2015. Our Department was commended on a job well done as validated during the audit. Mr. Steve Spencer, TJJD auditor, indicated that we met all components of the SNDP in an exceptional fashion. Congratulations to the Special Needs unit for all their hard work, dedication and commitment to the youth and families we serve.

Community Service Restitution (CSR) Update:

Terrence Forest has officially started as the new Community Service Coordinator. Mr. Forest is enthusiastic about the opportunities of developing new community partnerships and networking with organizations in providing fun and educational services back to the community.

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overheard saying, "I had no idea all of this was going on." After the reception conclusion, there was a small celebration for the Honors resident artists. The Juvenile Board and department along with invited guest had a firsthand opportunity to experience the saying, "You may miss an amazing story" if you judge a book by its cover.

In mid-July, 10 of the best resident artists were given this scenario and asked to submit a drawing based on the concept. Resident Francisco, who just happened to be in Honors, was the perfect match for the project. After several days of brainstorming and collaboration with Janet Reynolds, Cynthia Wallace generated a mural image on computer and asked Francisco if he could translate the design; on July 22, Francisco taped the design to the wall. Thirty-three (33) days, over 200 hours, (5) five artists later fueled by pizza and Hot Fries, we did it or as Resident Francisco would say, "I did this!"

The inauguration of Couverture Studio took place on Tuesday, September 1 with another class. In the next project, Honors Residents will continue to share their unique voices on canvasses. Judge Clay Jenkins said it best, "Express Yourself". This is our purpose.

With GRATITUDE for support and generosity from: YSAB, Big Thought, Janet Reynolds, Offaset, Super Target #1784, kate weiser CHOCOLATE

START PROGRAM				
Activity	May	June	July	YTD
Individual Counseling Sessions	106	72	188	7479
Victim Impact Panel participation	21	0	20	96
Participation in Family Training Sessions	30	58	55	346
Family Training Sessions	8	8	8	479
Case Staffing's	19	32	29	193
Probation Officer Participation in Case Staffing's	94.7%	96.8%	96.5%	

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for July 2015: Volunteers: 77 Intern: 0 Hours: 272.5

Dallas County HHS tested/counseled 30 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; ALERT Ministries - Robot Wars Computer Programming

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 Faith-4-Life

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; I Am Second

Chaplain's Report: Counsel/Prayer: 31 residents

August Special Programs/Events:

Unveiling of Couverture Art Studio

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

- The Mark Unleashed
- The Grace Card
-

Friday Night Socials: made possible by Covenant Church Juvenile Ministry

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

DETENTION	June	July	Aug	YTD
Admissions	222	226	186	1999
Releases	227	227	178	1993
ADP	162	156	155	153
ALOS (days)	18.6	25.0	21.8	18.5
Detention Hearings	465	455	421	3011
TYC/Placement Trips	10	12	13	72
Local trips	74	76	85	499
Youth transported	66	77	89	498
START				
Admissions	15	13	11	89
Releases	13	9	9	91
Successful	11	8	9	83
Unsuccessful	2	1	0	8
Administrative	0	0	0	0
ADP	33	34	35	33
ALOS	91.9	92.8	90.8	92.0

**MARZELLE C. HILL TRANSITION CENTER
MONTHLY REPORT FOR AUGUST 2015**

	June	July	August	YTD
Admissions	35	29	28	299
ADP	31	33	31	35
ALOS	27.5	33.4	29.6	27.9
Releases	26	35	28	298
Total Youth Served	61	64	57	327

Program Updates: The residents began school on August 17th. Residents began participating in the Art Expression Group on Wednesday's facilitated by Psychological Services. The residents are back on the academic schedule and are participating in The Hill Center (Aspire Group) on the weekends. Each resident that was successfully discharged from the Hill Center received a backpack full of school supplies.

Program and Residents Activities: Community partner Traffic 911 conducted groups with the female residents and also provided informative group in reference to sex trafficking. Dare to Dream provided services to the residents twice this month. New Life Ministry and Friendship West provided church services on the weekends. .

Grievances from residents: There were two grievances filed during the month of August.

Volunteer Services: 5 groups including 19 individuals provided a total of 42 hours of service.

**MEDLOCK CENTER
MONTHLY REPORT AUGUST 2015**
Medlock Center**New Initiatives:**

All residents seemed mentally prepared and started this school term off good. Facility staff continues in the preparation phase for our first PREA Audit that will be held in early October.

Activities:

Full Gospel Holy Temple; Training for STARS and EPIC youth and families; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials, Chaplain Roy Teague, Youth with Faces, and monthly Adopt a Dorm activities.

Medical Services/Transports:

Four (4) residents were transported to Parkland Memorial Hospital for routine medical care. Sixteen (16) residents were transported to Jerome McNeil Detention for routine dental exams. Two (2) residents were transported to the Stew Pot for podiatry care.

Volunteer /Intern Hours:

There were fifteen (15) group volunteers who were on campus for a total of thirty eight (38) hours. The total volunteer hours for the month of August were thirty eight (38) hours.

TJJD Reports:

There were no TJJD reports submitted during the month of August.

MEDLOCK CENTER				
	June	July	Aug	YTD
Total				
Admissions	6	5	4	42
Released	11	12	6	66
Successful	11	12	5	62
Unsuccessful	0	0	1	4
Administrative	0	0	0	0
ALOS	239.7	191.3	213.8	198.1
ADP	42	38	33	47
Total Youth Served	52	46	38	98
MEDLOCK STARS				
	June	July	Aug	YTD
Admissions	1	7	1	26
Releases	2	2	1	15
Successful	2	1	1	10
Unsuccessful	0	1	0	5
Administrative	0	0	0	0
ALOS (days)	288.5	293.0	259.0	285.3
ADP	27	29	34	28
Total Youth Served	30	35	34	48

YOUTH VILLAGE

MONTHLY REPORT AUGUST 2015

On Campus:

All facility programs continue to flourish. Family Training, PREP (dog training), El Centro College Computer. A new art therapy and reading program was instituted by the campus Psychologist.

Off Campus:

Eight (8) residents were transported to attend Service training for Café Momentum and subsequently these same youth worked at Café Momentum Restaurant for a special event. Three (3) residents were transported to their Review Hearing at JDC court. One (1) resident had to be transported to a physical therapy appointment four times this month. Other residents were taken to their Orthodontist, Podiatrist, and an ENT appointments.

	June	July	Aug	YTD
TOTALS				
Admitted	8	13	5	74
ADP	56	55	56	49
Total Youth Served	63	70	64	114
Releases	6	11	6	59
Successful	4	8	5	50
Unsuccessful	3	1	1	7
Administrative Rel.	0	2	0	2
ALOS	213	213.3	188.8	200.5

Volunteer /Intern Hours:

Nine (9) individual volunteers provided one hundred fifty (150) hours. Two (2) chaplains provided sixteen (16) hours of service. Four (4) Group members provided (64) hours of service for a total of two hundred thirty (230) volunteer hours for the month of August.

Speaker Program: Eugene Mosley, House of Empowerment was the speaker this month. Mr. Mosley was a motivational speaker with an encouraging message about hope and change.

Staff Training: Verbal De-Escalation; PREA and Transgender Youth; First Aid and CPR. Youth Offender training was provided by Dr. Parker.

Medical Services

Twelve (12) residents were transported to dental appointments at Juvenile McNeil Detention Center; forty seven (47) were treated at the Med Van and thirteen (13) were seen by Mental Health Professional.

Religious Programs

Freedom Fighters Ministry, Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible Shady Grove Baptist Church , One King Church of Worship, Dallas Church of Christ, Catholic Diocese of Dallas

Account of Reportable Injuries

There were no reportable injuries during the month of August.

Escape/Furlough

There were no escapes or youth failing to return from furloughs during the month of August.

LETOT CENTER MONTHLY REPORT AUGUST 2015

Community Initiatives:

Non-Residential Services received 48 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 six youth and families attending ESTEEM Court in the month of August. One youth began services, two graduated and one youth completed in the month of August. Aim, Functional Family Therapy, and Clinical Services have been providing services. The girls and their families participated in the 3rd Annual ESTEEM Court Family Retreat on August 14th and 15th, at Mt. Lebanon. The families participated in a variety of therapeutic activities geared towards building communication and trust amongst the girls and their parents. The girls also participated in a Back to School event on August 18th, where they were able to explore artistic interests, as well as received lunch and school supplies donated by Alisa Jordheim's Justice Society and friends.

LETOT CENTER				
Residential	June	July	Aug	YTD
Admissions	18	20	30	206
Releases	25	24	25	205
ADP	22	22	22	24
ALOS	26.4	33.5	25.8	29.1
Total Youth Served	47	42	48	228
Intake/Orientation				
Admissions	55	58	64	674
Releases	59	57	66	674
ADP	2	1	1	2
ALOS	0.7	0.3	0.4	0.4
Total Youth Served	61	59	66	674

Residential Services:

Why Try Topics: (1) Reality Ride – a roadmap for residents to identify the challenges and goals in their lives; (2) Motivation – teaches residents a formula to turn their challenges into a source of power. (3) Tearing off My Labels – how to remove the negative perceptions and labels that we allow to be put on us; (4) Defense Mechanisms- looking at what our defense mechanism are and how to change them; (5) Climbing Out - helps residents identify a problem area and the what support they have to change the problem.

Medical Services:

Residential: Health Screens – 32, Call Backs – 7, Doctor's visits - 25
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 2 volunteer, 5 hour; Life Skills Volunteers: visiting and teaching - 19 volunteers, 76 hours; Special Events: 0 volunteers, 0 hours.

Clinical Services:

In the Residential Unit, Clinical Services held three process groups with the boys (11 residents) and ten process groups with the girls (24 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 (44 rounds). Held therapy sessions with 36 clients: 54 individual and 55 family sessions.

LETOT RESIDENTIAL TREATMENT CENTER MONTHLY REPORT AUGUST 2015

Letot Capital Board Initiatives:

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

Residential Services:

Drug Education is being provided by the Dallas County Juvenile Department's Substance Abuse Unit.

Letot RTC			
Residential Treatment	July	Aug	YTD
Admissions	2	14	16
Releases	0	3	3
ADP	2	9	9
Total Youth Served	2	16	16

Social Skills: learning anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, and assignments.

Skillful Living: how to balance a check book, how to write a check, creating a grocery list on a budget, couponing, how to apply for a job, how to interview for the position, how to live on budget.

Horticulture: learning responsibility by planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants.

Culinary Arts Program: opportunity to earn "Servsafe Food Handlers" certificate, possible internship at Café Momentum upon release.

Medical Services:

Residential: Health Screens – 12, Call Backs – 0, Doctor's visits - 12
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 0 volunteer, 0 hour; Life Skills Volunteers: visiting and teaching - 1 volunteer, 1 hour; Special Events: 0 volunteers, 0 hours.

Yoga group: All 16 residents participated in weekly yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. As the girls participate in yoga, they will learn grounding techniques that will help them re-connect with their bodies and feel a sense of safety and self-efficacy.

Clinical Services:

All 16 residents received weekly individual therapy (total of 59 hours in the month of August)

The girls also received daily group therapy (art therapy, coping skills, girl empowerment, and process group).

- Art therapy is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted ten art therapy groups this month.
- Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Six coping skills groups were provided.
- The girl empowerment group enables the girls to increase their self-protective skills by discussing healthy and unhealthy relationships, power dynamics, and rights in order to increase self-esteem. Four girl empowerment groups were conducted.
- The girls also participated in weekly process groups that enabled them to digest and apply the skills they learned during the week. These groups explored issues such as transitioning to the RTC, being away from home, and understanding the RTC program. Four process groups were provided.

In addition to the above-mentioned therapeutic groups, the girls participated in morning-mindfulness groups to help them start their day with intention and a clear goal. Nine mindfulness groups were offered.

Family therapy was also provided to all 16 residents (24.5 client-contact hours).

The clinical team also provided crisis intervention (21 client-contact hours) and clinical rounds (72 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Since our treatment program is focused on providing the most effective treatment for the girls, we have been conducting pre-tests for every girl admitted.

All 16 girls participated in self-report measures assessing symptoms of depression, anxiety, post-traumatic stress, emotional regulation, and self-esteem. Their parents have also participated in parent-report measures which have provided valuable data on their impressions of their child's functioning. The results of this data have been helpful so that we can provide informed treatment targeting their individual and specific needs.

August 2015 Referrals

	Alleged Delinquent Behavior																				Alleged CINS Behavior										Other Referrals				All Referrals							
	Felonies										Class A & B Misdemeanors										Status Only					Other than Status Only					Other Referrals											
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative		Total Other						
Male	1	11	10	12	0	40	11	3	3	1	11	103	82%	2	26	38	12	37	25	1	244	76%	34	76%	0	23	1	2	0	0	0	0	14	40	40%	2	0	4	6	75%	324	68%
Female	0	0	1	12	0	1	5	0	1	1	2	23	18%	0	19	20	1	7	7	1	78	24%	11	24%	0	48	1	1	0	0	0	0	10	60	60%	0	0	2	2	25%	151	32%
	126											322										45		100										8			475					
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0%	1	0%
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	3	0	0	0	0	3	1%	1	2%	0	0	0	0	0	0	0	0	1	1	1%	0	0	0	0	0%	5	1%
Black	0	8	8	15	0	28	11	1	0	0	10	81	64%	0	23	25	5	10	16	1	161	50%	19	42%	0	26	2	2	0	0	0	0	9	39	39%	1	0	5	6	75%	225	47%
Hispanic	1	1	3	5	0	10	5	2	4	1	2	34	27%	2	15	20	4	25	11	1	112	35%	21	47%	0	30	0	1	0	0	0	0	12	43	43%	0	0	1	1	13%	177	37%
White	0	2	0	3	0	3	0	0	0	1	1	10	8%	0	7	10	4	8	4	0	43	13%	4	9%	0	14	0	0	0	0	0	0	2	16	16%	1	0	0	1	13%	64	13%
Unknown	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	1	1	0	3	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	3	1%	
	126											322										45		100										8			475					
10 Years Old	0	0	0	0	0	1	0	0	0	0	0	1	1%	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	0%	
11 Years Old	0	1	0	1	0	0	0	1	0	0	0	3	2%	0	0	1	1	0	0	5	2%	0	0%	0	0	0	0	0	0	0	0	2	2	2%	0	0	0	0	0%	7	1%	
12 Years Old	0	3	0	3	0	2	0	0	0	0	0	8	6%	0	6	1	0	3	1	19	6%	1	2%	0	1	0	1	0	0	0	0	2	4	4%	0	0	1	1	13%	25	5%	
13 Years Old	0	1	1	1	0	3	3	0	0	1	1	11	9%	0	2	5	2	4	4	28	9%	2	4%	0	7	1	0	0	0	0	0	6	14	14%	0	0	0	0	0%	44	9%	
14 Years Old	0	3	1	7	0	8	5	1	0	0	4	29	23%	1	6	14	3	6	6	66	20%	4	9%	0	15	0	1	0	0	0	0	3	19	19%	1	0	0	1	13%	90	19%	
15 Years Old	0	2	5	3	0	11	3	0	1	0	2	27	21%	0	14	14	3	8	9	75	23%	5	11%	0	24	0	0	0	0	0	0	5	29	29%	0	0	0	0	0%	109	23%	
16 Years Old	1	0	4	6	0	16	4	1	3	1	6	42	33%	1	13	21	3	17	11	109	34%	10	22%	0	21	0	1	0	0	0	0	6	28	28%	0	0	1	1	13%	148	31%	
17+ Years Old	0	1	0	3	0	0	1	0	0	0	0	5	4%	0	4	2	1	6	1	19	6%	23	51%	0	3	1	0	0	0	0	0	4	4%	1	0	4	5	63%	51	11%		
	126											322										45		100										8			475					

455 youth accounted for the 475 total referrals.

August 2015 Detentions																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Male	1	7	6	4	0	17	8	3	2	0	8	56	81%	2	17	16	2	3	18	0	114	80%	29	71%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	100%	145	78%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Female	0	0	1	7	0	0	2	0	2	0	1	13	19%	0	9	2	0	2	2	1	29	20%	12	29%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41	22%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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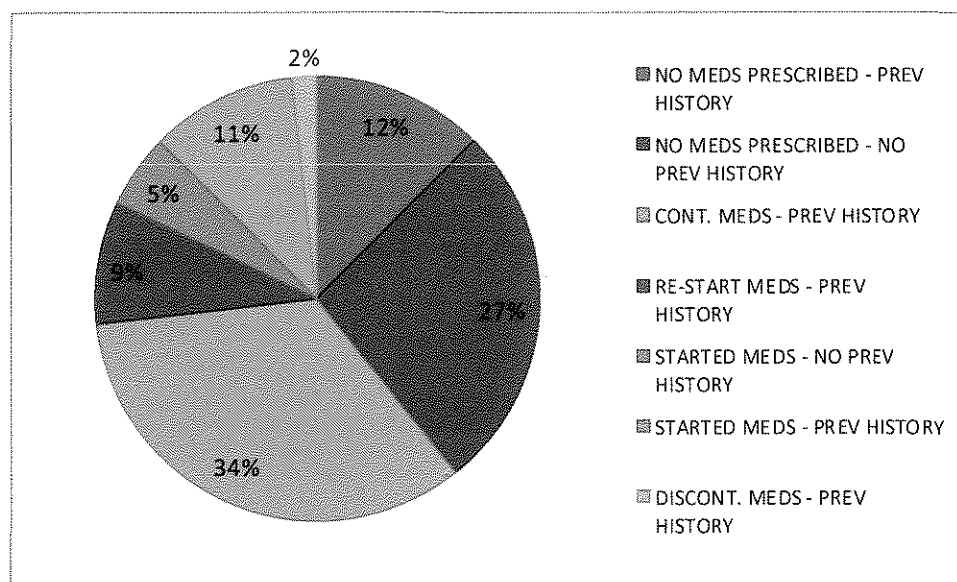
186 youth accounted for the 186 total detentions.

PSYCHIATRIC CONSULTS COMPLETED - 2015

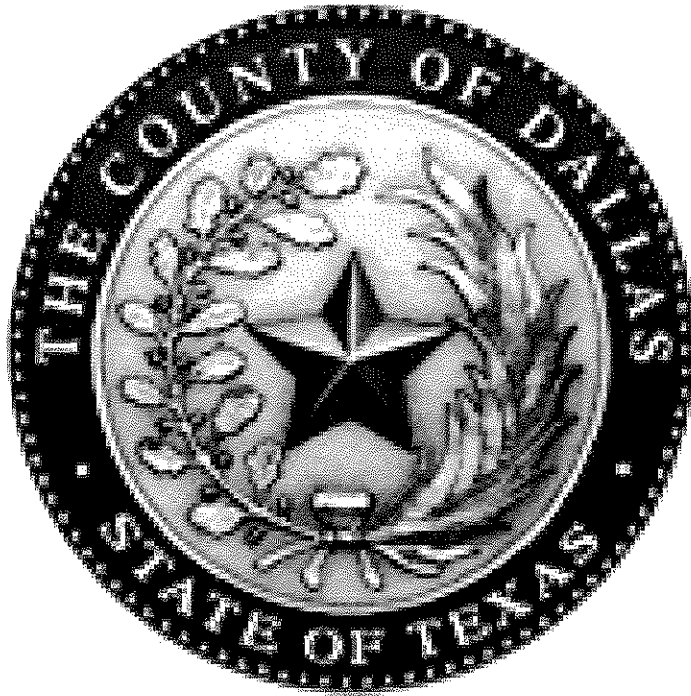
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	107	86	109	107	94	82	137	138					860
A. Initial Consultations	23	31	36	60	44	22	28	56					300
B. Follow-Up Consultations	84	55	73	47	50	60	109	82					560
2. Total Number of Youth Receiving Consultations	101	71	90	99	90	82	133	125					791

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2015

TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	10	12	17	25	29	11	20	22					146
2. Medication Discontinued	0	1	2	3	2	3	3	1					15
3. Continued on Medication	11	14	12	20	5	4	2	24					92
4. Started on Medication	2	4	5	12	8	4	3	9					47



NO MEDS PRESCRIBED - PREV HISTORY -	7
NO MEDS PRESCRIBED - NO PREV HISTORY -	15
CONT. MEDS - PREV HISTORY -	19
RE-START MEDS - PREV HISTORY -	5
STARTED MEDS - NO PREV HISTORY -	3
STARTED MEDS - PREV HISTORY -	6
DISCONT. MEDS - PREV HISTORY -	1



DISCUSSION

ITEM

B.

Juvenile Justice Alternative Education Program
JJAEP REPORT
August 2015

Back to School Training:

Sessions included, but not limited to:

- Handle with Care (Verbal and Physical)
- Abuse Neglect and Exploitation
- Facility Training
- Specialized instructional and educational sessions

New Employees:

JJAEP has a new campus administrator, Dr. Danny Guillory. He comes to us with 20 years of experience serving students in alternative education. JJAEP also has two new staff members; Ms. Cynthia Munoz – computer lab instructor and Ms. Zella Wright – English/Language Arts and ESL.

August Enrollments:

Start of school enrollment at JJAEP:

- 2014 August enrollment totaled 106
- 2015 August enrollment totaled 61

Highlights from JJAEP:

The Professional Learning Community's (entire teaching staff) focus for the year will be thinking maps and graphic organizers which can be adapted to all content areas.

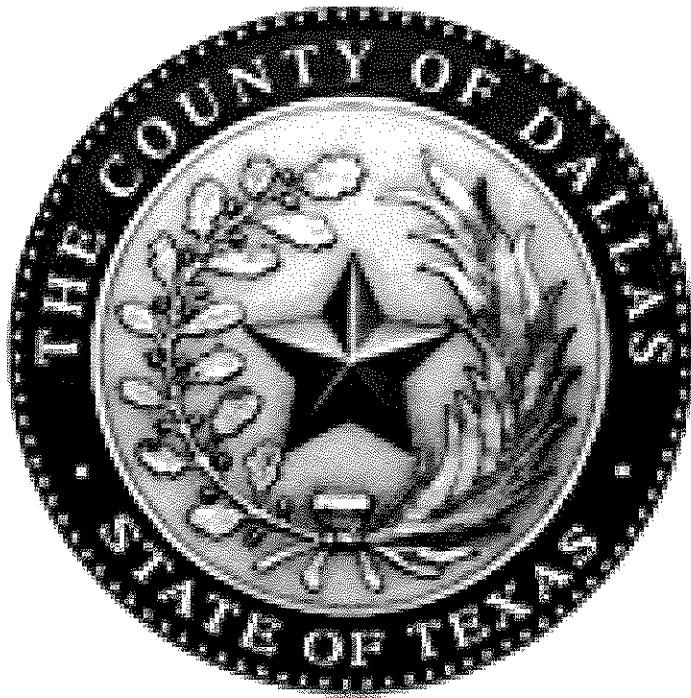
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT									
Student Enrollment as of :		8/31/2015		Total Enrollment:		61			
Students on Probation/Spv.:		25		40.98%					
OFFENSE STATUS									
Disc.:		24		39.34%		Mand.:		37	
				60.66%		Plmt.:		0	
								0.00%	
DEMOGRAPHICS									
Category					Category				
GENDER					DISTRICT	Number	Percent		
Male					CFB-904	4	6.56%		
Female					CHISD-904	1	1.64%		
46	75.41%		15		24.59%		Coppell-992	0	0.00%
GRADE	Number	Percent							
3	0	0.00%				Desoto-906	4	6.56%	
4	0	0.00%				DISD-905	15	24.59%	
5	0	0.00%				Duncanville-907	7	11.48%	
6	4	6.56%				Garland-909	5	8.20%	
7	4	6.56%				GPISD-910	3	4.92%	
8	13	21.31%				HPISD-911	0	0.00%	
9	20	32.79%				IRVING-912	6	9.84%	
10	9	14.75%				Lancaster-913	2	3.28%	
11	7	11.48%				Mesquite-914	11	18.03%	
12	4	6.56%				RISD-916	3	4.92%	
	61	100.00%				Sunnyvale-919	0	0.00%	
							61	100.00%	
AGE	Number	Percent			ETHNICITY	Number	Percent		
10	0	0.00%			African American	28	45.90%		
11	3	4.92%			Asian	0	0.00%		
12	4	6.56%			Caucasian	6	9.84%		
13	5	8.20%			Hispanic	27	44.26%		
14	14	22.95%			Native American	0	0.00%		
15	12	19.67%				61	100.00%		
16	11	18.03%							
17	8	13.11%							
18+	4	6.56%							
	61	100.00%							
OFFENSE DESCRIPTIONS							Number	Percent	
D-12/13	Serious/Persistent Misbehavior						16	26.23%	
D-14	Misdemeanor Drugs						0	0.00%	
D-15	Felony Criminal Mischief						0	0.00%	
D-16	Court/County Placement						0	0.00%	
D-17	Assault Against Employee						5	8.20%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)						2	3.28%	
D-19	False Alarm/Terroristic Threat						1	1.64%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary						0	0.00%	
M-01	Weapons/Firearms						6	9.84%	
M-02	Weapons other than Firearm						12	19.67%	
M-03	Aggravated Assault						6	9.84%	
M-04	Sexual Assault						1	1.64%	
M-05	Aggravated Sexual Assault						1	1.64%	
M-06	Arson						3	4.92%	
M-07	Murder Offenses/Manslaughter						0	0.00%	
M-08	Indecency with a Child						0	0.00%	
M-09	Aggravated Kidnapping						0	0.00%	
M-10	Felony Drugs						8	13.11%	
M-11	Retaliation Against Any Employee						0	0.00%	
P-16	Court Placement						0	0.00%	
						61	100.00%		
DETENTION; PLACEMENT or WARRANTS:							4	6.56%	
SPECIAL EDUCATION STUDENTS:							9	14.75%	
Avg. Daily Attendance:		40		65.57%		Cum. SY Daily Attendance:	40	65.57%	

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2014-2015 School Year

The month of August began with 58 students and ended with 61 students enrolled to attend the Dallas County's JJAEP. On average, there were 40 or 65.57% of the students attending on any given day in August. Of the 61 students enrolled at month end, there were 24 discretionary referrals; 0 placement; and 37 mandatory referrals.



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Service Advisory Board Juror Fund Recommendation for Fiscal Year 2016

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. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department.

At its September 21, 2015 board meeting, YSAB approved the following allocation for juror funds for Fiscal Year 2016:

Clothing and Medical Expenses-\$25,000

This allocation will be used primarily to off-set medical, psychiatric, dental, and optical expenses not covered under other reimbursement programs; as well as funding for clothing and emergency needs of youth in residential placement facilities. Beneficiaries of this allocation include, but are not limited to, undocumented youth in residential placement facilities for whom external reimbursement programs are not available; youth receiving treatment in secure residential programs which preclude their participation in external reimbursement programs. Invoices for such services are processed by Contract and Budget Services.

Holiday Programs-\$26,000

Probation and institutional programs within the Dallas County Juvenile Department will use this funding for holiday programs. Funding will be used to purchase gifts and other needed holiday items. The Dallas County Juvenile Department expects to serve approximately 966 youth this holiday season.

Juror Fund Informational Video-\$3,500

Funding will be used to create a promotional video to thank jurors for their donations and highlight the programs that juror fund donations support.

The purpose of this briefing is to request authorization to fund the initiatives as recommended by the YSAB.

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 policy.

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 is required for allocation and expenditure of Juror Funds.

Financial Impact/Considerations:

All new initiatives related to this request will be supported by the Juror Fund (Funding Source 532-94065). With the allocation of these funds (and the \$100,000 in reserve) the available balance will be \$246,816.83. This item has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

Each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure report to the Youth Services Advisory Board.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for clothing and medical expenses, holiday programs, and an informational video FY2016, in the amount of \$54,500.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XX

DATE: September 28, 2015

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 September 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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, administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department; and

WHEREAS, at its September 21, 2015 board meeting, YSAB approved the following allocation for juror funds for Fiscal Year 2016 in the amount of \$54,500 for the following; and

Clothing and Medical Expenses-\$25,000

Holiday Programs-\$26,000

Juror Fund Highlight Promotional Video-\$3,500

WHEREAS, approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds; and

WHEREAS, all new initiatives related to this request will be supported by the Juror Fund (Funding Source 532-94065). With the allocation of these funds (and the \$100,000 in reserve) the available balance will be \$246,816.83. This item has been reviewed by Carmen Williams, Budget Supervisor; and

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 policy; and

WHEREAS, 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2016, in the amount of \$54,500.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

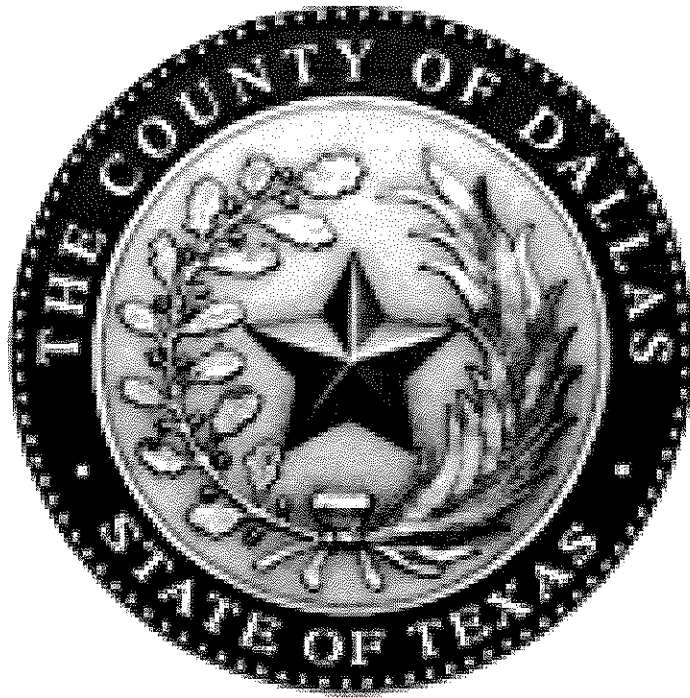
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Request to extend FY2016 Juror Fund allocations

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem to Dallas County. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant and Budget Services divisions of the Dallas County Juvenile Department. Throughout 2015, the Dallas County Juvenile Board approved programs serving youth involved with the Dallas County Juvenile Department to receive funding from the Juror Fund. The following programs will be unable to spend all of their allocation by the end of the fiscal year:

Awardee	Remaining Balance
Black History Committee	\$5,732.41
Crane Memorial Emergency Fund	\$4,214.87
Detention Honors Program	\$3,683.46
Diversion Male Court	\$5,105.25
Drug Court Diversionary Program	\$5,025.95
Esteem Court	\$4,233.01
Evening Reporting Center	\$13,893.95
GED Testing & Program Supplies	\$2,302.45
Girl Services Committee	\$6,878.02
Hill Center Incentive Program	\$6,335.39
Hispanic Committee	\$7,825.05
Letot Cultural Enrichment Program	\$4,877.37
Mental Health Court	\$3,075.92
Residential Drug Treatment Program	\$5,386.26
START Program	\$1,320.25
Substance Abuse Unit	\$2,055.29

These programs will reapply for juror funds at the November 2015 Youth Services Advisory Board meeting. Each program has plans to expend their remaining funds by the December 31, 2015 date. The purpose of this brief is

to approve the extension of their funding from the Juror Fund through December 31, 2015.

Impact on Operations and Maintenance:

Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy.

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 Juvenile Department does not anticipate any legal impacts regarding this request.

Financial Impact/Considerations:

The remaining balance to be spent by the programs listed above by December 31, 2015 is approximately \$81,944. Each program has plans to spend down their remaining funds by the December 31, 2015 deadline. Funds that are not spent by the listed programs by December 31, 2015 will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

Each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure report to the Youth Services Advisory Board.

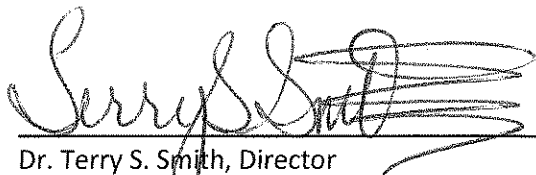
Project Schedule/Implementation:

The programs mentioned above will have until December 31, 2015 to spend their remaining allocation.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the extension to expend Fiscal Year 2015 juror fund allocations to December 31, 2015.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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 to Dallas County. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant and Budget Services divisions of the Dallas County Juvenile Department; and

WHEREAS, throughout 2015, the Dallas County Juvenile Board approved programs serving youth involved with the Dallas County Juvenile Department to receive funding from the Juror Fund. The following programs will be unable to spend all of their allocation by the end of the fiscal year; and

Awardee	Remaining Balance
Black History Committee	\$5,732.41
Crane Memorial Emergency Fund	\$4,214.87
Detention Honors Program	\$3,683.46
Diversion Male Court	\$5,105.25
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Letot Cultural Enrichment Program	\$4,877.37
Mental Health Court	\$3,075.92
Residential Drug Treatment Program	\$5,386.26
START Program	\$1,320.25
Substance Abuse Unit	\$2,055.29

- WHEREAS,** these programs will reapply for juror funds at the November 2015 Youth Services Advisory Board meeting. Each program has plans to expend their remaining funds by the December 31, 2015 date. The purpose of this brief is to approve the extension of their funding from the Juror Fund through December 31, 2015; and
- WHEREAS,** requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; 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; and
- WHEREAS,** the Juvenile Department does not anticipate any legal impacts regarding this request; and
- WHEREAS,** the remaining balance to be spent by the programs listed above by December 31, 2015 is approximately \$81, 944.90. Each program has plans to spend down their remaining funds by the December 31, 2015 deadline. Funds that are not spent by the listed programs by December 31, 2015 will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs. This request has been reviewed and approved by Carmen Williams, Budget Supervisor; and
- WHEREAS,** each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure report to the Youth Services Advisory Board; and
- WHEREAS,** the programs mentioned above will have until December 31, 2015 to spend their remaining allocation; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the extension to expend Fiscal Year 2015 juror fund allocations to December 31, 2015.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

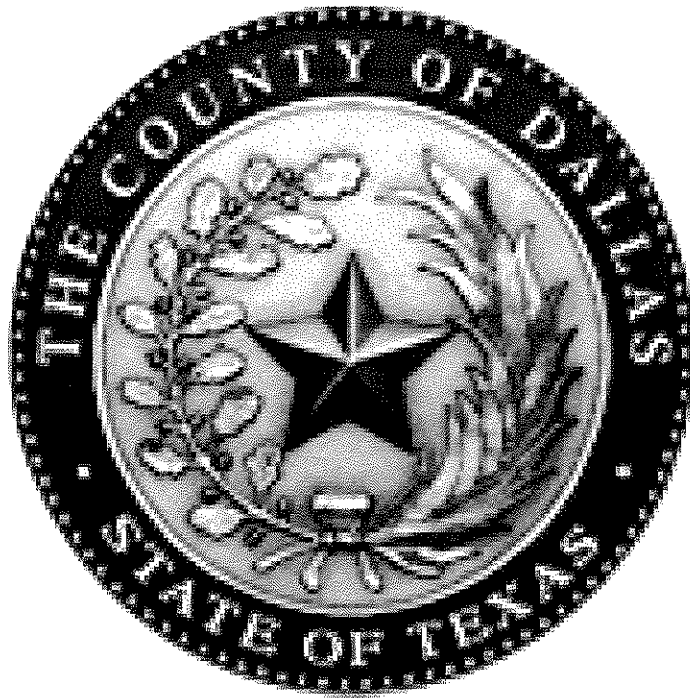
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

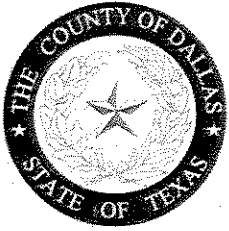
Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Renewal of Contract with Justice Benefits, Inc. for Title IV-E Claims FY2016

Background of Issue:

The Dallas County Juvenile Department has participated in the Texas Juvenile Justice Department (TJJD) Title IV-E Reimbursement Program for approximately 14 years. The program provides two types of reimbursement under the Title IV-E Federal Foster Care reimbursement program; Placement Maintenance cost reimbursement and Enhanced Administrative claim reimbursement. Dallas County receives Placement Maintenance cost reimbursements for eligible youth placed in Title IV-E residential treatment and foster care facilities, as well as Enhanced Administrative claim reimbursements, which are based on the eligibility rate of all Title IV-E eligible youth served by Dallas County Juvenile Department divided by the number of youth actually placed in residential treatment centers. This formula represents a change from how the eligibility rate was previously calculated. As reported last year at the Juvenile Board meeting held on September 22, 2014 there have been tremendous changes made in the program based on the results of an audit conducted by the U.S. Health and Human Services, Administration for Children and Families (ACF).

Justice Benefits, Inc. works closely with TJJD to remain abreast of changes in the Title IV-E program. Justice Benefits, Inc. performs routine audits to ensure that their clients follow newly implemented Title IV-E guidelines. The financial staff of JBI works to ensure the accuracy of submitted quarterly claims. The staff of JBI consists of specialized employees with various government and financial backgrounds. Their Government Affairs department works with members of Congress and their respective staff on reimbursement programs for state and local governments. Justice Benefits, Inc. prepares claims in accordance with the Administration of Children and Families (ACF) policies and procedures, OMB A-87, and TJJD guidelines.

During the September 2008 Juvenile Board meeting, authorization was granted to enter into a contract with Justice Benefits, Inc. (JBI) to process the Enhanced Administrative claims and to provide the Random Moments Time Study implementation plan. JBI continued to operate under the previously approved contract with Dallas County until it expired on September 30, 2013. The Juvenile Board approved an inter-local agreement which allowed for two additional one-year renewals upon written mutual agreement of both parties. The adopted FY2014 contract did not change the agreement with regard to the expectation of the parties, and it expired on September 30, 2014. That contract continued to compensate JBI at a rate of 7.5% of the approved and accepted Enhanced Administrative claims paid by TJJD.

On September 22, 2014, the Juvenile Board approved another one-year agreement with JBI to process Title IV-E claims, which is set to expire on September 30, 2015. The compensation rate to JBI was altered in this contract, allowing for an incentive-based payment schedule to JBI depending upon their ability to qualify

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

additional Title IV-E claims that are reimbursable. Specifically, the current contract allows for JBI to receive the previously agreed upon 7.5% of revenue received on the Enhanced Administrative claims up to the first \$200,000 of reimbursement, and 15% of the revenue received on reimbursement claims exceeding \$200,000. Because of the significant changes made by the federal government in how the eligibility rate is now calculated, JBI was hopeful that they could increase reimbursable claims for the Juvenile Department; thus recovering additional Title IV-E funding for us.

The purpose of this briefing is to seek authorization to renew the contract with Justice Benefits, Inc. under the same contractual conditions as the FY2015 contract; which allows for a compensation rate of 7.5% for the first \$200,000 they are able to qualify and obtain reimbursement for, and a compensation rate of 15% for reimbursements that exceed \$200,000.

Impact on Operations and Maintenance:

The contract with JBI includes a provision for a web-based Random Moment time study (RMS), which was implemented on March 1, 2008, as approved by TJJD; as well as the Enhanced Administrative claims and onsite training. Dallas County Juvenile Department staff will continue to serve as a liaison to ensure data needed to effectively process the Enhanced Administrative claims is available. Staff will review the claims to ensure compliance with program and contractual requirements. Staff has also received training from JBI in regards to the random moment time study and the proper coding of activities that can lead to reimbursement, and this training is on-going as needed.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan-Vision 3, *Dallas County is safe, secure, and prepared*. By contracting with JBI, Dallas County will maximize the County's criminal justice resources.

Legal Impact:

The renewal contract was approved as to form by Ms. Denika Caruthers, J.D., Administrative Legal Advisor for the Dallas County Juvenile Department. The County Judge is required to sign the agreement after approval by the Juvenile Board.

Fiscal Impact/Considerations:

In the past decade, changes made by the Federal government by the Administration on Children and Families and auditing guidelines by the Texas Juvenile Justice Department and the Texas Department of Family and Protective Services greatly diminished the projection of increased Administrative claims and delayed the processing of claims. However, last year JBI reported that many federal eligibility obstacles had been modified or removed, thus giving optimism that reimbursements may be able to show increases from recent years. Their confidence level in this possibility led them to offer the stratified fee structure to the Juvenile Department that was agreed to in last year's contract.

For FY2015, only the first two quarters of data have been processed by JBI thus far. They have estimated that for the 1st quarter, the Juvenile Department could receive \$35,615.44; and for the 2nd quarter, the estimate is \$24,584.93. TJJD still has to complete their case reviews on these claims, but if approved in full, that would result in a reimbursable claim totaling \$60,200.37 for the first half of the year. Projecting this out for the remainder of FY2015 would not indicate that reimbursable claims would exceed \$200,000, thus we would be compensating JBI at the 7.5% level. However, each quarter has variables that can cause reimbursable estimates to fluctuate; so it is difficult to project with certainty what the final FY2015 reimbursable amount may be.

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

Recommendation:

It is recommended that the Juvenile Board of Dallas County approve the contract renewal with Justice Benefits, Inc. to process the Title IV-E Enhanced Administrative claims for FY2016. It is further recommended that the Juvenile Board Chairman execute related documents on behalf of the county.

Recommended by:

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

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

JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Dallas County Juvenile Board was briefed on September 28, 2015, regarding the extension of the existing contract with Justice Benefits Inc. (JBI) to participate in the Texas Juvenile Justice Department's (TJJD) Title IV-E Reimbursement Program; and
- WHEREAS,** the program provides two types of reimbursement under the Title IV-E Federal Foster Care Reimbursement Program, Placement Maintenance Cost reimbursement, and Enhanced Administrative Claim reimbursement; and
- WHEREAS,** during the September 2008 Juvenile Board meeting authorization was granted to enter into a contract with JBI to process the Enhanced Administrative Claim and to provide the Random Moment Sample (RMS) implementation plan; and
- WHEREAS,** JBI continued to operate under the previously approved contract with Dallas County that expired on September 30, 2014; and
- WHEREAS,** the contract for FY2015 was modified to include an incentivized stratified fee structure, which compensated JBI at a rate of 7.5% of the approved and accepted Enhanced Administrative Claims paid by TJJD up to the first \$200,000; and to compensate JBI at a rate of 15% of the approved and accepted claims of reimbursement that exceed \$200,000; and
- WHEREAS,** the FY2015 contract expires on September 30, 2015; and
- WHEREAS,** the proposed FY2016 contract with JBI does not include any modifications, and contains the same provisions as the previously approved contract; and
- WHEREAS,** the contract with JBI includes a web-based random moment time study (RMS); which was implemented on March 1, 2008, as approved by TJJD, as well as the Enhanced Administrative Claims, and onsite training in the RMS and the coding of activities that lead to allowable

reimbursements; and

WHEREAS, the renewal contract was approved as to form by Ms. Denika Caruthers, J.D., Administrative Legal Advisor to the Juvenile Department; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3, Dallas County is *safe, secure, and prepared* as by contracting with JBI, Dallas County will maximize the County's criminal justice resources.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board authorizes the FY2016 contract renewal with Justice Benefits, Inc. to process the Title IV-E Enhanced Administrative claims. It is further recommended that the County Judge execute related documents on behalf of the county.

DONE IN OPEN BOARD MEETING this 28th day of September 2015.

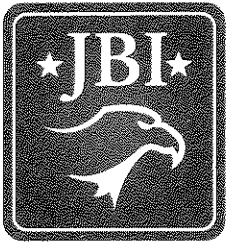
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of __ for the motion and __ opposed.

Recommended by:

Approved by:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board



JUSTICE BENEFITS, INC.

Government Consulting Firm

1711 E. Beltline Road

Coppell, TX 75019

Toll Free: (800) 835-2164

Phone: (972) 406-3700

Fax: (972) 406-3790

JBI-LTD.com

September 2, 2015

Bill Edwards

Assistant Executive Director

Dallas County Juvenile Department

2600 Lone Star Dr.

Dallas, TX 75212

Dear Mr. Edwards,

Thank you for your assistance on the contract for our services with Title IV-E Administrative Claiming. Enclosed are four signed copies of the Agreement between Dallas County, TX and Justice Benefits, Inc. (JBI).

Please return one (1) signed copy back to my attention at 1710 E. Beltline Rd., Coppell, TX 75019.

We are excited to continue our partnership with the Dallas County Juvenile Department. As always, please feel free to contact me if you have any questions. I can be reached at (972) 406-3728 or afarmer@jbi-ltd.com.

Sincerely,

April Farmer

Regional Vice President

JBI Gets Results!

**PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN**

**DALLAS COUNTY
AND
JUSTICE BENEFITS, INCORPORATED**

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is entered into by and between the COUNTY OF DALLAS (hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Justice Benefits, Inc., as the general partner of JBI, LTD, a Texas limited partnership (hereinafter referred to as "JBI" or "JBI"), located at 1711 E. Beltline Rd., Coppell, Texas 75019.

WITNESSETH:

WHEREAS, many services provided by the Dallas County Juvenile Department (hereinafter referred to as "Department") are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to the COUNTY to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the Department;

WHEREAS, JBI has agreed to provide such services for the compensation provided herein.

NOW, THEREFORE, COUNTY and JBI, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. SCOPE OF SERVICES

JBI agrees to perform the following services:

- A. JBI will review the policies and procedures used by the Department to identify such additional Federal and other revenue sources, if any, as may be available to it through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the Department of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the Department with submittals, assisting the Department should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- B. JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the COUNTY of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the Department; but is not obligated to make the COUNTY aware of all possible opportunities and shall have no liability for any omission to identify the same.
- C. JBI will notify COUNTY of each opportunity for federal reimbursement by submitting an Initiative Approval Form to Dallas County Commissioners Court. Said Approval Form shall describe in detail the terms of the Initiative and the benefits to Department. The Approval Form shall also set forth

the rate of compensation to JBI for undertaking the Initiative. No Initiative shall be considered approved without a signed Approval Form from Dallas County Commissioners Court. If COUNTY returns a signed Initiative Approval Form, then JBI will be entitled to compensation for that Initiative as set forth in the Form.

- D. JBI shall perform all of the services under this Contract. JBI represents that it is fully qualified and competent to perform the services described herein.

SECTION 2. COUNTY RESPONSIBILITIES

The COUNTY agrees to perform the following activities:

- A. Designate a contract representative who shall:
- i. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this contract.
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Section 5 of this Contract (i.e. Billing and Payment).

SECTION 3. ENGAGEMENT TERM

The initial term of this Contract is one (1) year, to commence upon the execution of this Contract by COUNTY. The parties may elect to renew this Contract for two additional one year terms, with the final term ending September 30, 2016. Any renewal of this Agreement must be in writing and authorized by Dallas County Commissioners Court.

SECTION 4. TERMS AND CONDITIONS OF PAYMENT:

COUNTY shall compensate JBI for new revenues received by Department that solely and directly result from services performed by JBI under this Contract. For each approved Initiative, COUNTY shall compensate JBI at the rate of 7.5 % of the revenues received. This percentage shall also be stated on each approved Initiative Approval Form. Upon approval of an Initiative by Dallas County Commissioners Court, the Approval Form and its contents shall be incorporated and made a part of this Contract.

SECTION 5. BILLING AND PAYMENT:

For each approved Initiative, COUNTY shall compensate JBI within thirty (30) days after funds obtained by JBI are actually received by County and an accurate invoice is delivered to County by JBI, even if those receipts occur beyond the term of this Contract. Each invoice shall be in a form acceptable to Department's contract representative, and shall include details of services rendered as may be requested by Department's contract representative.

In the event any funds received by the Department as a result of an approved Initiative under this Contract are subsequently disallowed, the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the Department should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the Department, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

SECTION 6. CONFIDENTIALITY:

JB I agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. JB I shall not access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract.

SECTION 7. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate JB I in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, JB I shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, JB I shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse JB I for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all COUNTY data, documents and information in JB I's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY'S termination of this Agreement, for any reason, subject the COUNTY to liability.

- 1) This contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

SECTION 8. INDEMNIFICATION:

JB I shall forever waive, release, indemnify, and hold harmless 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 JB I, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "JB I"), (2) JB I'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 JB I's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, JB I, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless 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. JBI 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 JBI's services by County shall not constitute nor be deemed a release of the responsibility and liability of JBI, 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 JBI, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. JBI 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.

SECTION 9. 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.

SECTION 10. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by JBI under this Contract shall be delivered to COUNTY, without restriction on future use. COUNTY at its expense may make copies of any and all documents.

SECTION 11. INSURANCE REQUIREMENTS

JBI ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Director of Risk Management (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the COUNTY as the certificate holder

(general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any.

B. Such insurance shall provide, at a minimum, the following coverage's:

- 1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit
- 2) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) This insurance shall not be canceled, limited in scope or coverage or non-for non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:

Records Building, 1st Floor
509 Main Street, Room 103
Dallas, Texas 75202-5799

- D. Firm agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
- E. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- F. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under this Contract with the COUNTY.
- G. Firm shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Firm provides for three (3) year tail coverage, unless specifically approved in writing and executed by County's Purchasing Agent and Risk Manager.

- H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
- I. Except as otherwise expressly specified, Firm shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.
- J. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 1st Floor, Dallas, Texas 75202 within ten (10) calendar 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) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY's sole discretion.
- K. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, the COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.
- L. Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by Firm shall not relieve Firm 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 Firm from liability.
- M. 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. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:
 - 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work;
 - 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;
 - 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
 - a) termination of this Contract;
 - b) demand on any bond, as applicable;
 - c) the right of the COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or
 - d) any combination of the above;

- N. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.
- O. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.
- P. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.
- Q. Firm shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- R. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
- S. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- T. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 12. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by JBI under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of Firm's records and billings relating to the performance of this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.

SECTION 13. INDEPENDENT CONTRACTOR

JBI, including its agent, student or employee, is an independent JBI and not an agent, servant, joint enterpriser, joint venturer, or employee of the COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 14. SUBCONTRACTING

Firm may not enter into Contracts 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. Subcontracts, if any, entered into by JBI will be in writing and subject to all requirements herein. JBI agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit Firm from using any subcontractor.

SECTION 15. ASSIGNMENT

During the term of this Contract, JBI may not assign this Contract without the written consent of COUNTY. Firm understands that in the event that all or substantially all of JBI's assets are acquired by another entity, JBI is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of JBI's assets the COUNTY, at its option, may terminate this Contract.

SECTION 16. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 17. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, JBI 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.

SECTION 18. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY: County Judge Clay Jenkins
County Judge
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To JBI: April Farmer- Regional Vice President
Justice Benefits, Incorporated
1711 E. Beltline Rd.
Coppell, TX 75019

SECTION 19. ENTIRE CONTRACT

It is understood that this Contract contains the entire Contract between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of the COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 20. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, 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.

SECTION 21. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Firm 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. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 22. PROMPT PAYMENT ACT

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

SECTION 23. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 24. BINDING EFFECT

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

SECTION 25. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 26. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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. Firm has a duty to mitigate damages.

SECTION 27. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 28. NUMBER GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 29. COUNTERPARTS

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.

SECTION 30. SIGNATORY WARRANTY

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

Executed in quadruplicate originals, this _____ day of _____ 2015.

DALLAS COUNTY

JUSTICE BENEFITS, INC.

By: Clay Jenkins
Dallas County Judge

By: 
April Farmer
Regional Vice President, JBI

By: Judge Cheryl L. Shannon
Chairman, Dallas County Juvenile Board

RECOMMENDED:

Dr. Terry Smith, Director
Dallas County Juvenile Department

Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

INITIATIVE APPROVAL FORM NO. 1

ANALYSIS OF JUVENILE PROBATION DEPARTMENT'S TITLE IV-E CLAIMS

A. Description of JBI's contribution:

JB I identifies that the Juvenile Probation Department of Dallas County, Texas can file a federal Title IV-E Administrative Claim which would generate federal reimbursements quarterly for services the Court staffs are already performing. JB I will define and document reimbursable activities of Juvenile Probation staff. JB I will implement a web based time keeping system, provide training to the Juvenile staff as needed, perform program audits, and prepare and submit Title IV-E Administrative Claims for the Dallas County Juvenile Department.

B. Claims Submitted:

4th Quarter FY2013 was the last claim submitted by JB I.

C. Fee Structure

Effective October 1, 2015 (1st Quarter FY 2016), JB I will be paid its fees per its contract with Dallas County, Texas on all amounts generated at the following rate:

1. Seven and a half percent (7.5%) up to two hundred thousand dollars (\$200,000) received Annually on the IV-E Administrative program that JB I completes for Dallas County.
2. Fifteen percent (15%) on the individual claim that takes Dallas County over two hundred thousand dollars (\$200,000) cumulative on the IV-E Administrative Program.

(Note: The IV-E program claims on the fiscal quarterly basis. Consequently, the individual claim that takes the County over two hundred thousand dollars, and the three (3) following quarter claims, will be paid at the rate of fifteen percent (15%).

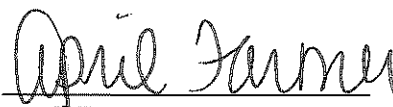
D. Agreed, JB I may proceed with this initiative:

By execution of this document, Dallas County agrees that JB I may proceed with this Initiative No. 1. Upon execution by Dallas County and JB I, this document shall be incorporated and become a part of the Agreement for Professional Services between JB I and Dallas County, which was executed and approved by Dallas County on the ____ day of _____, 2015.

DALLAS COUNTY:

JUSTICE BENEFITS, INC.

Clay Jenkins
Dallas County Judge


April Farmer
Regional Vice President, JB I

**Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board**

RECOMMENDED:

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

**Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department**

**PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN**

**DALLAS COUNTY
AND
JUSTICE BENEFITS, INCORPORATED**

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is entered into by and between the COUNTY OF DALLAS (hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Justice Benefits, Inc., as the general partner of JBI, LTD, a Texas limited partnership (hereinafter referred to as "JBI" or "JBI"), located at 1711 E. Beltline Rd., Coppell, Texas 75019.

WITNESSETH:

WHEREAS, many services provided by the Dallas County Juvenile Department (hereinafter referred to as "Department") are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to the COUNTY to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the Department;

WHEREAS, JBI has agreed to provide such services for the compensation provided herein.

NOW, THEREFORE, COUNTY and JBI, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. SCOPE OF SERVICES

JBI agrees to perform the following services:

- A. JBI will review the policies and procedures used by the Department to identify such additional Federal and other revenue sources, if any, as may be available to it through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the Department of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the Department with submittals, assisting the Department should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- B. JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the COUNTY of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the Department; but is not obligated to make the COUNTY aware of all possible opportunities and shall have no liability for any omission to identify the same.
- C. JBI will notify COUNTY of each opportunity for federal reimbursement by submitting an Initiative Approval Form to Dallas County Commissioners Court. Said Approval Form shall describe in detail the terms of the Initiative and the benefits to Department. The Approval Form shall also set forth

the rate of compensation to JBI for undertaking the Initiative. No Initiative shall be considered approved without a signed Approval Form from Dallas County Commissioners Court. If COUNTY returns a signed Initiative Approval Form, then JBI will be entitled to compensation for that Initiative as set forth in the Form.

- D. JBI shall perform all of the services under this Contract. JBI represents that it is fully qualified and competent to perform the services described herein.

SECTION 2. COUNTY RESPONSIBILITIES

The COUNTY agrees to perform the following activities:

- A. Designate a contract representative who shall:
- i. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this contract.
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Section 5 of this Contract (i.e. Billing and Payment).

SECTION 3. ENGAGEMENT TERM

The initial term of this Contract is one (1) year, to commence upon the execution of this Contract by COUNTY. The parties may elect to renew this Contract for two additional one year terms, with the final term ending September 30, 2016. Any renewal of this Agreement must be in writing and authorized by Dallas County Commissioners Court.

SECTION 4. TERMS AND CONDITIONS OF PAYMENT:

COUNTY shall compensate JBI for new revenues received by Department that solely and directly result from services performed by JBI under this Contract. For each approved Initiative, COUNTY shall compensate JBI at the rate of 7.5 % of the revenues received. This percentage shall also be stated on each approved Initiative Approval Form. Upon approval of an Initiative by Dallas County Commissioners Court, the Approval Form and its contents shall be incorporated and made a part of this Contract.

SECTION 5. BILLING AND PAYMENT:

For each approved Initiative, COUNTY shall compensate JBI within thirty (30) days after funds obtained by JBI are actually received by County and an accurate invoice is delivered to County by JBI, even if those receipts occur beyond the term of this Contract. Each invoice shall be in a form acceptable to Department's contract representative, and shall include details of services rendered as may be requested by Department's contract representative.

In the event any funds received by the Department as a result of an approved Initiative under this Contract are subsequently disallowed, the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the Department should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the Department, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

SECTION 6. CONFIDENTIALITY:

JB I agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. JB I shall not access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract.

SECTION 7. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate JB I in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, JB I shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, JB I shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse JB I for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all COUNTY data, documents and information in JB I's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY'S termination of this Agreement, for any reason, subject the COUNTY to liability.

- 1) This contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

SECTION 8. INDEMNIFICATION:

JB I shall forever waive, release, indemnify, and hold harmless 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 JB I, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "JB I"), (2) JB I'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 JB I's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, JB I, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless 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. JBI 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 JBI's services by County shall not constitute nor be deemed a release of the responsibility and liability of JBI, 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 JBI, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. JBI 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.

SECTION 9. 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.

SECTION 10. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by JBI under this Contract shall be delivered to COUNTY, without restriction on future use. COUNTY at its expense may make copies of any and all documents.

SECTION 11. INSURANCE REQUIREMENTS

JBI ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Director of Risk Management (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the COUNTY as the certificate holder

(general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any.

B. Such insurance shall provide, at a minimum, the following coverage's:

- 1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit
- 2) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) This insurance shall not be canceled, limited in scope or coverage or non-for non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:

Records Building, 1st Floor
509 Main Street, Room 103
Dallas, Texas 75202-5799

- D. Firm agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
- E. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- F. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under this Contract with the COUNTY.
- G. Firm shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Firm provides for three (3) year tail coverage, unless specifically approved in writing and executed by County's Purchasing Agent and Risk Manager.

- H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
- I. Except as otherwise expressly specified, Firm shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.
- J. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 1st Floor, Dallas, Texas 75202 within ten (10) calendar 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) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY's sole discretion.
- K. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, the COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.
- L. Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by Firm shall not relieve Firm 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 Firm from liability.
- M. 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. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:
 - 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work;
 - 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;
 - 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
 - a) termination of this Contract;
 - b) demand on any bond, as applicable;
 - c) the right of the COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or
 - d) any combination of the above;

- N. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.
- O. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.
- P. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.
- Q. Firm shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- R. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
- S. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- T. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 12. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by JBI under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of Firm's records and billings relating to the performance of this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.

SECTION 13. INDEPENDENT CONTRACTOR

JBI, including its agent, student or employee, is an independent JBI and not an agent, servant, joint enterpriser, joint venturer, or employee of the COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 14. SUBCONTRACTING

Firm may not enter into Contracts 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. Subcontracts, if any, entered into by JBI will be in writing and subject to all requirements herein. JBI agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit Firm from using any subcontractor.

SECTION 15. ASSIGNMENT

During the term of this Contract, JBI may not assign this Contract without the written consent of COUNTY. Firm understands that in the event that all or substantially all of JBI's assets are acquired by another entity, JBI is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of JBI's assets the COUNTY, at its option, may terminate this Contract.

SECTION 16. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 17. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, JBI 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.

SECTION 18. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY: County Judge Clay Jenkins
County Judge
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To JBI: April Farmer- Regional Vice President
Justice Benefits, Incorporated
1711 E. Beltline Rd.
Coppell, TX 75019

SECTION 19. ENTIRE CONTRACT

It is understood that this Contract contains the entire Contract between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of the COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 20. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, 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.

SECTION 21. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Firm 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. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 22. PROMPT PAYMENT ACT

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

SECTION 23. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 24. BINDING EFFECT

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

SECTION 25. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 26. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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. Firm has a duty to mitigate damages.

SECTION 27. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 28. NUMBER GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 29. COUNTERPARTS

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.

SECTION 30. SIGNATORY WARRANTY

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

Executed in quadruplicate originals, this _____ day of _____ 2015.

DALLAS COUNTY

JUSTICE BENEFITS, INC.

By: **Clay Jenkins**
Dallas County Judge

By: 
April Farmer
Regional Vice President, JBI

By: **Judge Cheryl L. Shannon**
Chairman, Dallas County Juvenile Board

RECOMMENDED:

Dr. Terry Smith, Director
Dallas County Juvenile Department

Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

INITIATIVE APPROVAL FORM NO. 1

ANALYSIS OF JUVENILE PROBATION DEPARTMENT'S TITLE IV-E CLAIMS

A. Description of JBI's contribution:

JBI identifies that the Juvenile Probation Department of Dallas County, Texas can file a federal Title IV-E Administrative Claim which would generate federal reimbursements quarterly for services the Court staffs are already performing. JBI will define and document reimbursable activities of Juvenile Probation staff. JBI will implement a web based time keeping system, provide training to the Juvenile staff as needed, perform program audits, and prepare and submit Title IV-E Administrative Claims for the Dallas County Juvenile Department.

B. Claims Submitted:

4th Quarter FY2013 was the last claim submitted by JBI.

C. Fee Structure

Effective October 1, 2015 (1st Quarter FY 2016), JBI will be paid its fees per its contract with Dallas County, Texas on all amounts generated at the following rate:

1. Seven and a half percent (7.5%) up to two hundred thousand dollars (\$200,000) received Annually on the IV-E Administrative program that JBI completes for Dallas County.
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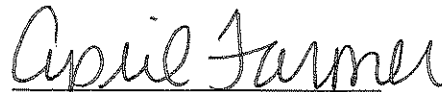
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RECOMMENDED:

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Denika Caruthers, J.D.
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**DALLAS COUNTY
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WITNESSETH:

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SECTION 1. SCOPE OF SERVICES

JBI agrees to perform the following services:

- A. JBI will review the policies and procedures used by the Department to identify such additional Federal and other revenue sources, if any, as may be available to it through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the Department of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the Department with submittals, assisting the Department should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- B. JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the COUNTY of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the Department; but is not obligated to make the COUNTY aware of all possible opportunities and shall have no liability for any omission to identify the same.
- C. JBI will notify COUNTY of each opportunity for federal reimbursement by submitting an Initiative Approval Form to Dallas County Commissioners Court. Said Approval Form shall describe in detail the terms of the Initiative and the benefits to Department. The Approval Form shall also set forth

the rate of compensation to JBI for undertaking the Initiative. No Initiative shall be considered approved without a signed Approval Form from Dallas County Commissioners Court. If COUNTY returns a signed Initiative Approval Form, then JBI will be entitled to compensation for that Initiative as set forth in the Form.

- D. JBI shall perform all of the services under this Contract. JBI represents that it is fully qualified and competent to perform the services described herein.

SECTION 2. COUNTY RESPONSIBILITIES

The COUNTY agrees to perform the following activities:

- A. Designate a contract representative who shall:
- i. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this contract.
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Section 5 of this Contract (i.e. Billing and Payment).

SECTION 3. ENGAGEMENT TERM

The initial term of this Contract is one (1) year, to commence upon the execution of this Contract by COUNTY. The parties may elect to renew this Contract for two additional one year terms, with the final term ending September 30, 2016. Any renewal of this Agreement must be in writing and authorized by Dallas County Commissioners Court.

SECTION 4. TERMS AND CONDITIONS OF PAYMENT:

COUNTY shall compensate JBI for new revenues received by Department that solely and directly result from services performed by JBI under this Contract. For each approved Initiative, COUNTY shall compensate JBI at the rate of 7.5 % of the revenues received. This percentage shall also be stated on each approved Initiative Approval Form. Upon approval of an Initiative by Dallas County Commissioners Court, the Approval Form and its contents shall be incorporated and made a part of this Contract.

SECTION 5. BILLING AND PAYMENT:

For each approved Initiative, COUNTY shall compensate JBI within thirty (30) days after funds obtained by JBI are actually received by County and an accurate invoice is delivered to County by JBI, even if those receipts occur beyond the term of this Contract. Each invoice shall be in a form acceptable to Department's contract representative, and shall include details of services rendered as may be requested by Department's contract representative.

In the event any funds received by the Department as a result of an approved Initiative under this Contract are subsequently disallowed, the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the Department should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the Department, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

SECTION 6. CONFIDENTIALITY:

JB I agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. JB I shall not access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract.

SECTION 7. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate JB I in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, JB I shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, JB I shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse JB I for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all COUNTY data, documents and information in JB I's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY'S termination of this Agreement, for any reason, subject the COUNTY to liability.

- 1) This contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

SECTION 8. INDEMNIFICATION:

JB I shall forever waive, release, indemnify, and hold harmless 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 JB I, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "JB I"), (2) JB I'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 JB I's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, JB I, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless 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. JBI 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 JBI's services by County shall not constitute nor be deemed a release of the responsibility and liability of JBI, 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 JBI, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. JBI 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.

SECTION 9. 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.

SECTION 10. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by JBI under this Contract shall be delivered to COUNTY, without restriction on future use. COUNTY at its expense may make copies of any and all documents.

SECTION 11. INSURANCE REQUIREMENTS

JBI ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Director of Risk Management (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the COUNTY as the certificate holder

(general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any.

B. Such insurance shall provide, at a minimum, the following coverage's:

- 1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit
- 2) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) This insurance shall not be canceled, limited in scope or coverage or non-for non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:

Records Building, 1st Floor
509 Main Street, Room 103
Dallas, Texas 75202-5799

- D. Firm agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
- E. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- F. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under this Contract with the COUNTY.
- G. Firm shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Firm provides for three (3) year tail coverage, unless specifically approved in writing and executed by County's Purchasing Agent and Risk Manager.

- H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
- I. Except as otherwise expressly specified, Firm shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.
- J. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 1st Floor, Dallas, Texas 75202 within ten (10) calendar 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) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY's sole discretion.
- K. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, the COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.
- L. Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by Firm shall not relieve Firm 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 Firm from liability.
- M. 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. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:
 - 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work;
 - 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;
 - 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
 - a) termination of this Contract;
 - b) demand on any bond, as applicable;
 - c) the right of the COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or
 - d) any combination of the above;

- N. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.
- O. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.
- P. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.
- Q. Firm shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- R. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
- S. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- T. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 12. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by JBI under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of Firm's records and billings relating to the performance of this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.

SECTION 13. INDEPENDENT CONTRACTOR

JBI, including its agent, student or employee, is an independent JBI and not an agent, servant, joint enterpriser, joint venturer, or employee of the COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 14. SUBCONTRACTING

Firm may not enter into Contracts 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. Subcontracts, if any, entered into by JBI will be in writing and subject to all requirements herein. JBI agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit Firm from using any subcontractor.

SECTION 15. ASSIGNMENT

During the term of this Contract, JBI may not assign this Contract without the written consent of COUNTY. Firm understands that in the event that all or substantially all of JBI's assets are acquired by another entity, JBI is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of JBI's assets the COUNTY, at its option, may terminate this Contract.

SECTION 16. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 17. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, JBI 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.

SECTION 18. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY: County Judge Clay Jenkins
County Judge
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To JBI: April Farmer- Regional Vice President
Justice Benefits, Incorporated
1711 E. Beltline Rd.
Coppell, TX 75019

SECTION 19. ENTIRE CONTRACT

It is understood that this Contract contains the entire Contract between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of the COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 20. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, 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.

SECTION 21. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Firm 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. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 22. PROMPT PAYMENT ACT

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

SECTION 23. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 24. BINDING EFFECT

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

SECTION 25. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 26. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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. Firm has a duty to mitigate damages.

SECTION 27. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 28. NUMBER GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 29. COUNTERPARTS

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.

SECTION 30. SIGNATORY WARRANTY

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

Executed in quadruplicate originals, this _____ day of _____ 2015.

DALLAS COUNTY

JUSTICE BENEFITS, INC.

By: Clay Jenkins
Dallas County Judge

By: April Farmer
Regional Vice President, JBI

By: Judge Cheryl L. Shannon
Chairman, Dallas County Juvenile Board

RECOMMENDED:

Dr. Terry Smith, Director
Dallas County Juvenile Department

Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

INITIATIVE APPROVAL FORM NO. 1

ANALYSIS OF JUVENILE PROBATION DEPARTMENT'S TITLE IV-E CLAIMS

A. Description of JBI's contribution:

JB I identifies that the Juvenile Probation Department of Dallas County, Texas can file a federal Title IV-E Administrative Claim which would generate federal reimbursements quarterly for services the Court staffs are already performing. JB I will define and document reimbursable activities of Juvenile Probation staff. JB I will implement a web based time keeping system, provide training to the Juvenile staff as needed, perform program audits, and prepare and submit Title IV-E Administrative Claims for the Dallas County Juvenile Department.

B. Claims Submitted:

4th Quarter FY2013 was the last claim submitted by JB I.

C. Fee Structure

Effective October 1, 2015 (1st Quarter FY 2016), JB I will be paid its fees per its contract with Dallas County, Texas on all amounts generated at the following rate:

1. Seven and a half percent (7.5%) up to two hundred thousand dollars (\$200,000) received Annually on the IV-E Administrative program that JB I completes for Dallas County.
2. Fifteen percent (15%) on the individual claim that takes Dallas County over two hundred thousand dollars (\$200,000) cumulative on the IV-E Administrative Program.

(Note: The IV-E program claims on the fiscal quarterly basis. Consequently, the individual claim that takes the County over two hundred thousand dollars, and the three (3) following quarter claims, will be paid at the rate of fifteen percent (15%).


D. Agreed, JB I may proceed with this initiative:

By execution of this document, Dallas County agrees that JB I may proceed with this Initiative No. 1. Upon execution by Dallas County and JB I, this document shall be incorporated and become a part of the Agreement for Professional Services between JB I and Dallas County, which was executed and approved by Dallas County on the ____ day of _____, 2015.

DALLAS COUNTY:

JUSTICE BENEFITS, INC.

Clay Jenkins
Dallas County Judge


April Farmer
Regional Vice President, JB I

**Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board**

RECOMMENDED:

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

**Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department**

**PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN**

**DALLAS COUNTY
AND
JUSTICE BENEFITS, INCORPORATED**

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is entered into by and between the COUNTY OF DALLAS (hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Justice Benefits, Inc., as the general partner of JBI, LTD, a Texas limited partnership (hereinafter referred to as "JBI" or "JBI"), located at 1711 E. Beltline Rd., Coppell, Texas 75019.

WITNESSETH:

WHEREAS, many services provided by the Dallas County Juvenile Department (hereinafter referred to as "Department") are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to the COUNTY to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the Department;

WHEREAS, JBI has agreed to provide such services for the compensation provided herein.

NOW, THEREFORE, COUNTY and JBI, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. SCOPE OF SERVICES

JBI agrees to perform the following services:

- A. JBI will review the policies and procedures used by the Department to identify such additional Federal and other revenue sources, if any, as may be available to it through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the Department of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the Department with submittals, assisting the Department should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
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The COUNTY agrees to perform the following activities:

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- i. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this contract.
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Section 5 of this Contract (i.e. Billing and Payment).

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JB I agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed under this Contract. JB I shall not access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract.

SECTION 7. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate JB I in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, JB I shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, JB I shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse JB I for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all COUNTY data, documents and information in JB I's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY'S termination of this Agreement, for any reason, subject the COUNTY to liability.

- 1) This contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

SECTION 8. INDEMNIFICATION:

JB I shall forever waive, release, indemnify, and hold harmless 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 JB I, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "JB I"), (2) JB I'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 JB I's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, JB I, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless 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. JBI 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 JBI's services by County shall not constitute nor be deemed a release of the responsibility and liability of JBI, 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 JBI, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. JBI 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.

SECTION 9. 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.

SECTION 10. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by JBI under this Contract shall be delivered to COUNTY, without restriction on future use. COUNTY at its expense may make copies of any and all documents.

SECTION 11. INSURANCE REQUIREMENTS

JBI ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.

- A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Director of Risk Management (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the COUNTY as the certificate holder

(general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any.

B. Such insurance shall provide, at a minimum, the following coverage's:

- 1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit
- 2) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.

C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) This insurance shall not be canceled, limited in scope or coverage or non-for non-payment of premium, has been given by the insurance company to the COUNTY.
- 2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- 3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- 4) Provide for an endorsement that the other insurance clause shall not apply to the COUNTY where COUNTY is an additional insured on the policy.
- 5) Provide for notice to the COUNTY at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:

Records Building, 1st Floor
509 Main Street, Room 103
Dallas, Texas 75202-5799

- D. Firm agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against COUNTY, its elected officials, officers, employees, agents and representatives for injuries, including death, property damage and/or any other loss.
- E. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- F. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under this Contract with the COUNTY.
- G. Firm shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage. All insurance coverage shall be on an occurrence basis or a claims basis if Firm provides for three (3) year tail coverage, unless specifically approved in writing and executed by County's Purchasing Agent and Risk Manager.

- H. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.
- I. Except as otherwise expressly specified, Firm shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against COUNTY, whether by way of subrogation or otherwise.
- J. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 1st Floor, Dallas, Texas 75202 within ten (10) calendar 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) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY's sole discretion.
- K. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, the COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.
- L. Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by Firm shall not relieve Firm 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 Firm from liability.
- M. 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. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:
 - 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work;
 - 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance;
 - 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in:
 - a) termination of this Contract;
 - b) demand on any bond, as applicable;
 - c) the right of the COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or
 - d) any combination of the above;

- N. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.
- O. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.
- P. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.
- Q. Firm shall notify COUNTY in the event of any change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- R. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.
- S. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- T. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 12. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by JBI under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of Firm's records and billings relating to the performance of this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.

SECTION 13. INDEPENDENT CONTRACTOR

JBI, including its agent, student or employee, is an independent JBI and not an agent, servant, joint enterpriser, joint venturer, or employee of the COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 14. SUBCONTRACTING

Firm may not enter into Contracts 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. Subcontracts, if any, entered into by JBI will be in writing and subject to all requirements herein. JBI agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit Firm from using any subcontractor.

SECTION 15. ASSIGNMENT

During the term of this Contract, JBI may not assign this Contract without the written consent of COUNTY. Firm understands that in the event that all or substantially all of JBI's assets are acquired by another entity, JBI is still obligated to fulfill the terms and conditions of this Contract. In the event of the assignment or sale of JBI's assets the COUNTY, at its option, may terminate this Contract.

SECTION 16. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 17. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, JBI 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.

SECTION 18. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY: County Judge Clay Jenkins
County Judge
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To JBI: April Farmer- Regional Vice President
Justice Benefits, Incorporated
1711 E. Beltline Rd.
Coppell, TX 75019

SECTION 19. ENTIRE CONTRACT

It is understood that this Contract contains the entire Contract between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of the COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 20. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, 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.

SECTION 21. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, Firm 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. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 22. PROMPT PAYMENT ACT

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

SECTION 23. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 24. BINDING EFFECT

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

SECTION 25. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 26. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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. Firm has a duty to mitigate damages.

SECTION 27. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 28. NUMBER GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 29. COUNTERPARTS

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.

SECTION 30. SIGNATORY WARRANTY

The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

Executed in quadruplicate originals, this _____ day of _____ 2015.

DALLAS COUNTY

JUSTICE BENEFITS, INC.

By: **Clay Jenkins**
Dallas County Judge

By: **April Farmer**
Regional Vice President, JBI

By: **Judge Cheryl L. Shannon**
Chairman, Dallas County Juvenile Board

RECOMMENDED:

Dr. Terry Smith, Director
Dallas County Juvenile Department

Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

INITIATIVE APPROVAL FORM NO. 1

ANALYSIS OF JUVENILE PROBATION DEPARTMENT'S TITLE IV-E CLAIMS

A. Description of JBI's contribution:

JB I identifies that the Juvenile Probation Department of Dallas County, Texas can file a federal Title IV-E Administrative Claim which would generate federal reimbursements quarterly for services the Court staffs are already performing. JB I will define and document reimbursable activities of Juvenile Probation staff. JB I will implement a web based time keeping system, provide training to the Juvenile staff as needed, perform program audits, and prepare and submit Title IV-E Administrative Claims for the Dallas County Juvenile Department.

B. Claims Submitted:

4th Quarter FY2013 was the last claim submitted by JB I.

C. Fee Structure

Effective October 1, 2015 (1st Quarter FY 2016), JB I will be paid its fees per its contract with Dallas County, Texas on all amounts generated at the following rate:

1. Seven and a half percent (7.5%) up to two hundred thousand dollars (\$200,000) received Annually on the IV-E Administrative program that JB I completes for Dallas County.
2. Fifteen percent (15%) on the individual claim that takes Dallas County over two hundred thousand dollars (\$200,000) cumulative on the IV-E Administrative Program.

(Note: The IV-E program claims on the fiscal quarterly basis. Consequently, the individual claim that takes the County over two hundred thousand dollars, and the three (3) following quarter claims, will be paid at the rate of fifteen percent (15%).


D. Agreed, JB I may proceed with this initiative:

By execution of this document, Dallas County agrees that JB I may proceed with this Initiative No. 1. Upon execution by Dallas County and JB I, this document shall be incorporated and become a part of the Agreement for Professional Services between JB I and Dallas County, which was executed and approved by Dallas County on the ____ day of _____, 2015.

DALLAS COUNTY:

JUSTICE BENEFITS, INC.

Clay Jenkins
Dallas County Judge

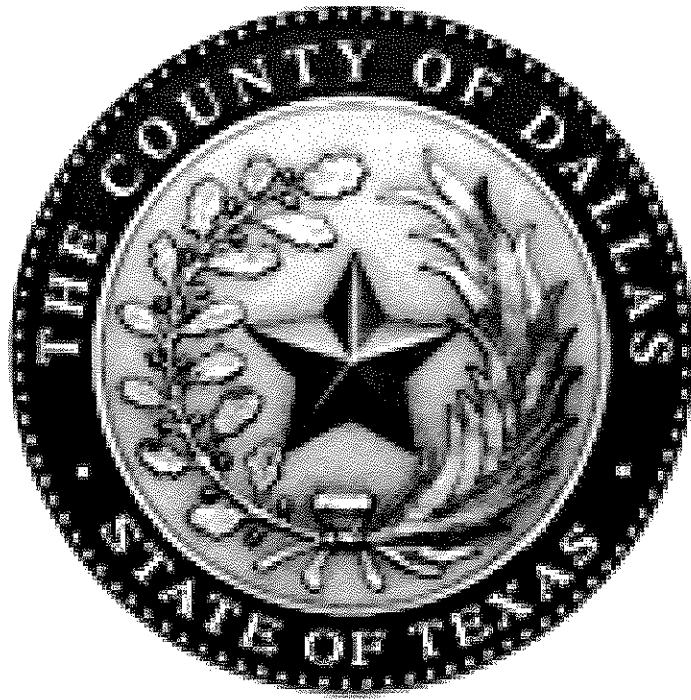

April Farmer
Regional Vice President, JB I

**Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board**

RECOMMENDED:

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

**Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department**



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Judge Cheryl Lee Shannon
Chairman-Dallas County Juvenile Board
Subject: Approval of deferment of 3% Structural Salary Increase of Chief Probation Officer

Background:

Commissioners Court will approve a FY2016 structural salary increase for all Dallas County employees in the amount of 3% with the adoption of the Budget on September 15th, 2015. The increase will be effective October 3, 2015 and will have an approximate overall cost of \$10 million to the county.

Operational Impact

Increasing the Salary Schedules will provide a salary increase for all employees (current and future) and will assist with retention and recruiting. Salary Schedules will increase with the pay period beginning October 3, 2015 with the increase on paychecks dated October 24, 2015. However, the Chief Probation Officer of Dallas County requests to defer that increase with an amount equal to the increase deposited into the Juvenile Department's Discretionary Account (DDA) to be utilized according to the DDA policy.

Financial Impact:

There is no fiscal impact to the Juvenile Department budget related to this request as the \$5,559 would either be added to the Salary Official or the DDA.

Legal Impact:

There will be no legal impact attributable to the approval of the deferment of the Chief Probation Officer of Dallas County's 3% salary increase. The Chief Probation Officer of the Dallas County Juvenile Department is an employee classification category that meets the ordered criterion for an increase.

Recommendation:

The Juvenile Department is asking the Juvenile Board to set the Chief Probation Officer's FY2016 compensation equal to the rate that was paid in FY2015 with the 3% compensation increase (\$5,559) that the Chief Probation Officer would have been eligible for being deposited into the Juvenile Department's DDA for usage according to the DDA policy.

Recommended by:

A handwritten signature in black ink, appearing to read "Cheryl Lee Shannon", is written over a horizontal line.

Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

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

JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: September 28, 2015

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 September 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, commissioners Court has approved a FY2016 structural salary increase for all Dallas County employees in the amount of 3% with the adoption of the Budget on September 15th, 2015. The increase will be effective October 3, 2015 and will have an approximate overall cost of \$10 million; and

WHEREAS, increasing the Salary Schedules will provide a salary increase for all employees (current and future) and may assist with retention and recruiting; and

WHEREAS, there is no fiscal impact to the Juvenile Department budget related to this request as the \$5,559 would either be added to Salary Official or DDA.

WHEREAS, there will be no legal impact attributable to the approval of the deferment of the Chief Probation Officer of Dallas County's 3% salary increase. The Chief Probation Officer of the Dallas County Juvenile Department is an employee classification category that meets the ordered criterion for an increase.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board sets the Chief Probation Officer's FY2016 compensation equal to the rate that was paid in FY2015 with the 3% compensation increase (\$5,559) that the Chief Probation Officer would have been eligible to receive being deposited into the Juvenile Department's DDA for usage according to the DDA policy.

DONE IN OPEN BOARD MEETING this 28TH day of September, 2015. :

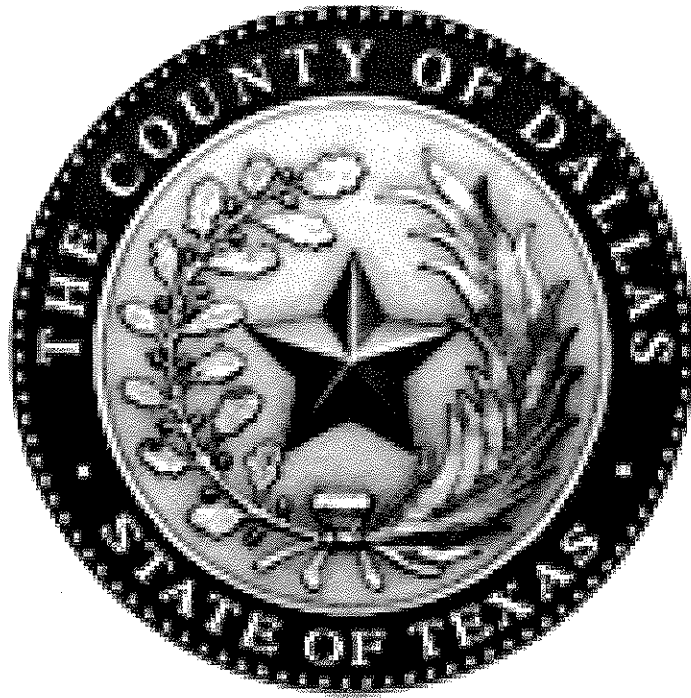
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ___ for the motion and ___opposed.

Recommended by:

Approved by:

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

John Wiley Price, Commissioner
Dallas County Juvenile Board



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices – Wilmer Police Department and Grand Prairie 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 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 Wilmer Police Department's Patrol Room and Warrant Room located at 219 E. Beltline Rd., Wilmer, TX 75172 were previously designated as approved Juvenile Processing Offices on October 22, 2012 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, the Wilmer Police Department's Patrol Room and Warrant Room were personally inspected by Leslie Gipson, Manager of Probation Services on August 21, 2015 and she has determined this site suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the specific rooms 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, Sergeant Eric Pon, 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.

In calendar year 2014, the Wilmer Police Department referred five (5) youth to the Dallas County Juvenile Department. Of the five (5) referrals, 3 (60%) were Hispanic males, 1 (20%) was a White male and 1 (20%) was a Black female.

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

The Grand Prairie Police Department's rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 located at 1525 Arkansas Lane, Grand Prairie, TX 75052 were previously designated as approved Juvenile Processing Offices on July 23, 2012 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, the Grand Prairie Police Department's rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 were personally inspected by Leslie Gipson, Manager of Probation Services on August 28, 2015. The Grand Prairie Police Department is requesting to add room 1008A as a Juvenile Processing Office, which was also inspected by Leslie Gipson on August 28, 2015. It has been determined that this site is suitable as a Juvenile Processing Office. The designated rooms are clearly identified with room numbers.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Officer Kristin Spivey, 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.

In calendar year 2014, the Grand Prairie Police Department referred two hundred and four (204) youth to the Dallas County Juvenile Department. Of the two hundred and four (204) referrals, 114 (55.9%) were Hispanic, 59 (28.9%) were Black, 30 (14.7%) were White, and 1 (0.5%) was American Indian or Alaskan Native.

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;"

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

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

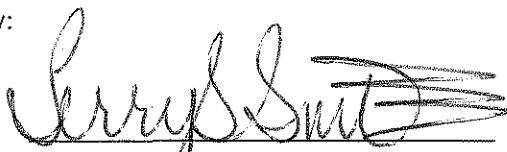
- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes 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 necessary subsequent to taking a child into custody.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Wilmer Police Department located at 219 E. Beltline Rd., Wilmer, TX 75172, by approving the Patrol Room and Warrant Room as designated Juvenile Processing Offices.

The Juvenile Department also recommends the Juvenile Board approve the Juvenile Processing Offices for the Grand Prairie Police Department located at 1525 Arkansas Lane, Grand Prairie, TX 75052, by approving rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010, and 1029 as designated Juvenile Processing Offices.

Recommended by:


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 972-450-7120
Detention Supervisor, Mr. Michael Meharg | 7) Charlton Methodist Medical Center
3500 W. Wheatland-CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701 |
| 2) Balch Springs Police Department
Juvenile Room / #1
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958 | 8) City of Combine Municipal Court
Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, TX 75159 972-476-8790 |
| 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlena Colvin | 9) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141 |
| 4) Carrollton Police Department
Youth Services Section Rooms 142-JPO1,
143-JPO2, 112-JPO3
2025 Jackson Road
Carrollton, TX 75006
Sgt. Joseph Nault 972-466-4786 | 10) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593 |
| 5) Cedar Hill ISD Police Department
Beltline Intermediate School
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088 | 11) Dallas Independent School District Police
Department
Holding Room A and B, Report Room, Shift
Briefing Room
1402 Seegar Street
Dallas, TX 75215
Deputy Chief Gary Hodges 214-932-5610 |
| 6) Cedar Hill Marshall's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048 | 12) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28 th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576 |

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- 13) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 14) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
Interview Rooms 1-4 & Holding Rooms 1-3
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 15) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200
- 16) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 17) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar
Dallas, TX 75201 214-671-3495
Lt. Willemina Edwards / Det. R.P. Dukes
- 18) Desoto Police Department
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 19) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 20) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 21) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949
- 22) Duncanville Byrd Middle School
Room #200F
1040 W. Wheatland Road
Duncanville, TX 75116
Inv. S. Ivy 972-708-3478
- 23) Duncanville Kennemer Middle School
Room labeled as "Police", located in Library.
7101 W. Wheatland Rd.
Dallas, TX 75229
Inv. L. Holcomb 972-708-3713
- 24) Eastfield Community College Police Dept.
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344

*To assist referred youth in becoming productive,
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- 25) Eastfield Community College-Pleasant Grove
Campus Police Department
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344
- 26) Farmers Branch Police Department
Juvenile Sect Rm / Rm 156 / Interview Rm 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt E.L. Stokes 972-919-9352
- 27) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 28) 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
- 29) Grand Prairie Johnson D.A.E.P.
Rooms 11
650 Stonewall Dr.
Grand Prairie, TX 75052
Off. Ray Star, S.R. Officer 972-262-7244
- 30) Grand Prairie Police Department
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029
1525 Arkansas Lane
Grand Prairie, TX 75052
Officer Teresa Coomes 972-237-8746
- 31) Grand Prairie Young Men's Leadership
Academy at Kennedy Middle School
School Resource Office-A216A
2205 SE 4th Street
Grand Prairie, TX 75051
Leon Roddy, S.R. Officer 972-237-8764
- 32) Grand Prairie High School
Room 501
101 High School Dr.
Grand Prairie, TX 75050
Edward Rahman, S.R. Officer 972-809-5707
- 33) South Grand Prairie High School
A Hall - Resource Office-A121
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore, S.R. Officer 972-522-2560
- 34) South Grand Prairie High School
Ninth Grade Center, Room A110C
305 W. Warrior Trail
Grand Prairie, TX 75052
Off. T.S. Steelman, S.R. Officer 972-343-7607
- 35) 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
- 36) Hutchins Police Department
"Patrol Room"
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225

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- 37) Irving Police Department
Municipal Court Room, 2nd Floor
Juvenile Holding Area/Interview Lineup
Juvenile Arraignment Court Room
Irving, TX 75061
Investigator Jill Smith 972-721-6559
- 38) Lancaster Police Department
Rooms A148 and B122
1650 North Dallas Avenue
Lancaster, TX 75134
Asst. Chief W.C. Smith 972-218-2726
- 39) Lancaster ISD Police Department
Elsie Robinson Middle School
'Juvenile Processing Room LISD Police' #86
822 W. Pleasant Run
Lancaster, TX 75146
Off. Keith Wilkerson 972-218-3086
- 40) Lancaster ISD Police Department
Lancaster High School
'Juvenile Processing Office'
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 41) Lancaster ISD Police Department
Headquarters
'Juvenile Processing Room 603'
814 W. Pleasant Run Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 42) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022,
2008, 4045 & 4047
777 North Galloway Ave.
Mesquite, TX 75149
Lt. David Gill 972-816-8096
- 43) Methodist Health System Police Dept.
1441 N. Beckley Ave, Front Lobby
Dallas, TX 75203
Lt. M.P. Barber 214-947-8181
- 44) Ranch View High School
'Juvenile Processing Office' room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025
- 45) Richardson Police Department
Youth Crimes Unit/Interview Rm, Rm D-214
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 46) Richland College Police Department
Pecos Hall- Rooms P161, P163, P170, P172,
and Kiowa Hall- Room K110
12800 Abrams Rd
Dallas, TX 75243
Lt. Sena 972-761-6758
- 47) Rowlett Police Department
Room 3, Juvenile Processing Room
4401 Rowlett Road
Rowlett, TX 75088
Lt. David Nabors 972-412-6215
Detective David Mayne 972-412-6292
- 48) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823

*To assist referred youth in becoming productive,
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- 49) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 50) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street
Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 51) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311
- 52) University Park Police Department
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360
- 53) 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: 2015-XXX

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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 Juvenile Processing sites; and

WHEREAS, The Juvenile Department is requesting the Juvenile Board approve the renewal of the Juvenile Processing Offices for the Grand Prairie Police Department, specifically rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010 and 1029, located at 1525 Arkansas Lane, Grand Prairie, TX 75052; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Grand Prairie Police Department Juvenile Processing Offices location was personally inspected by Leslie Gipson, Manager of Probation Services on August 28, 2015; and

WHEREAS, during the visits, it was determined by Leslie Gipson that this site remains suitable as a Juvenile Processing Office; and

WHEREAS, the Juvenile Processing Offices at the Grand Prairie Police Department location 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 Grand Prairie Police Department, specifically rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010, and 1029, located at 1525 Arkansas Lane, Grand Prairie, TX 75052.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

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Name	Name	Name
Name	Name	Name
Name	Name	Name

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 Juvenile Processing sites; and
- WHEREAS,** The Juvenile Department is requesting the Juvenile Board approve the renewal of the Juvenile Processing Offices for the Wilmer Police Department, specifically the Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, TX 75172; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Wilmer Police Department Juvenile Processing Offices location was personally inspected by Leslie Gipson, Manager of Probation Services on August 21, 2015; and
- WHEREAS,** during the visits, it was determined by Leslie Gipson that this site remains suitable as a Juvenile Processing Office; and
- WHEREAS,** the Juvenile Processing Offices at the Wilmer Police Department location 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 Wilmer Police Department, specifically the Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, TX 75172.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

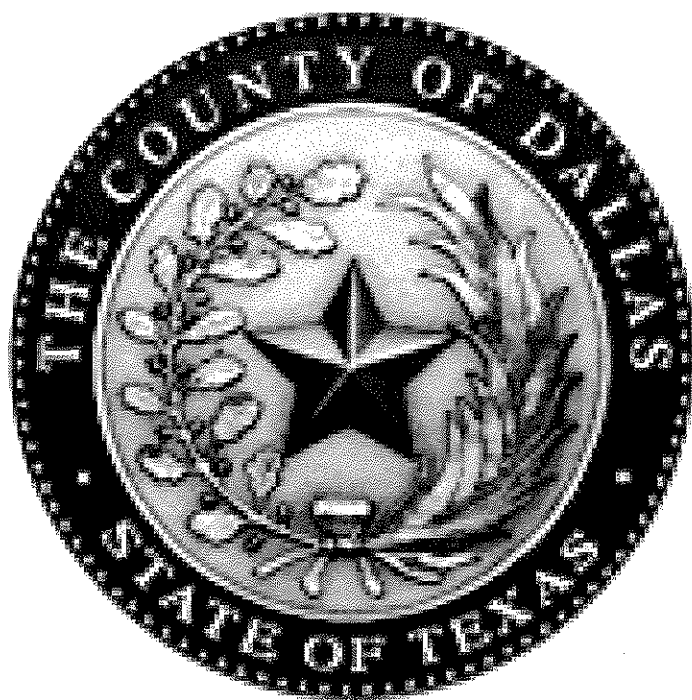
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: FY'2016 Title IV-E and Contracted Residential Placement Rate Increase

Background of Issue:

Title IV-E Federal Foster care Program:

The Dallas County Juvenile Department contracts with the Texas Juvenile Justice Department to receive reimbursements under the Title IV-E Federal Foster Care reimbursement program. The Title IV-E program allows Juvenile Probation departments to claim reimbursement for the cost of placement for eligible youth placed in approved IV-E facilities.

The Juvenile Department recently received notification that a new reimbursement rate structure was developed for child placing agency (CPA) and residential treatment facility (RTC). CPA applies to any facility licensed as a child-placing agency, an Independent Foster Family Home, or an Independent Foster Group Home; and RTC applies to all other residential facilities such as residential treatment centers, halfway houses, basic childcare facilities, therapeutic camps, etc.

Contracted Residential Placement Rate Increase:

The Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for standard residential treatment services, which invoices at contracted daily rates. In August 2015, notification received from TJJD informed us of State approved increase in daily rates allowed for contracted providers. Based on this information, request for contracted daily rate increases were received from current contracted providers.

The purpose of this briefing is to request the approval of the Juvenile Board to accept the new State mandated Title IV-E and Contracted Residential rate structure, to request approval for current request to increase contracted rates, and allow future request for increases to contracted rate not to exceed the State mandated rate.

Impact on Operations and Maintenance:

Title IV-E Federal Foster care Program:

The Department does not anticipate any impact on operations and maintenance related to this request. The Department will continue to make every effort to place IV-E eligible youth in appropriate IV-E approved facilities.

Contracted Residential Placement Rate Increase:

Due to the increase in the level of care for FY 2016, eight residential providers have requested increases to their per day maximum. These increases are not expected to affect the operations of the Juvenile Department.

Strategic Plan Compliance:

This request complies with Vision 3: *Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources.*

Legal Information:

The Juvenile Department does not anticipate any legal impact regarding reimbursement IV-E facilities at subsequently amended Title IV-E rate structures and increase contracted rates.

Financial Impact/Considerations:

The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Title IV-E Federal Foster care Program:

New rate for Title IV-E began September 1, 2015 and Federal Medical Assistance Percentage (FMAP) rates begin October 1, 2015. Expected decrease of placement (due to less placement at contracted facilities and the opening of Letot RTC) combined with the rate increase, will balance reimbursement for FY 2016. Anticipated reimbursement expenditures will continue to be monitored.

New rate structures are as follows:

	Moderate	Specialized	Intense
Child Placing Agency	76.72	101.86	186.42
Residential Treatment Center	103.03	162.30	260.95
Federal Medical Assistance Percentages	57.13%		

Contracted Residential Placement Rate Increase:

Based on placement numbers from FY 2015, it is estimated the financial impact on placement expenditures with the rate increase will have minimal effect on the budgeted allocations for General Fund and State Aid Funding. Due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations.

New rate request are as follows:

Provider	Level of Care	Current Rate FY' 2015	Pending Contract Rate FY'2016
4M Youth Svcs (Rockdale)	Moderate	100.00	
	Specialized	130.00	
Athletes for Change	Specialized	138.25	162.30
Burke Foundation, Inc.	Specialized	126.49	
Center for Success & Independence	Moderate	87.99	103.03
	Specialized	126.49	162.30
Everyday Life, Inc.	Moderate	87.99	
	Specialized	126.49	
	Intensive	222.19	
Glen Mills Schools	Specialized	139.86	142.66
Gulf Coast Trades Center	Moderate	96.17	
	Specialized	117.00	
Houston Serenity Place RTC	Moderate	96.17	
	Specialized	138.25	
	Intensive	242.85	
Mingus	Intensive	242.85	260.17
Nexus Recovery Center	Moderate	87.99	
	Specialized	126.49	
Pegasus Schools	Specialized	125.00	145.00
Phoenix House Of Texas - Dallas	Moderate	87.99	
	Specialized	126.49	161.00
Rite of Passage	Specialized	138.06	162.30
Seton Home	Moderate	87.99	
	Specialized	126.49	
Shoreline	Specialized	138.25	162.30
	Intensive	242.85	242.95
Unlimited Visions Aftercare	Moderate	95.00	
	Specialized	138.00	
Shamar Hope Haven	Moderate	96.17	
	Specialized	138.25	
Victoria County	Specialized	138.25	

Performance Impact Measures:

The Budget Services unit will continue to administer and monitor expenditures.

Project Schedule/Implementation:

The term of the Title IV-E rate increase began on September 1, 2015, the contracted service rate increase, and current rate will begin October 1, 2015. Rate increases and current FY'2015 rates will remain in effect until rate structures are amended by the State and/or service contract terms expire.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Title IV-E and Contracted Residential Placement Rate Increase also allowing the department to approve future request for rate increases not to exceed the established State mandated rates.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name
Name	Name
Name	Name
Name	Name

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

WHEREAS, the Juvenile Department recently received notification that a new reimbursement rate structure was developed for child placing agency (CPA) and residential treatment facility (RTC). CPA applies to any facility licensed as a child-placing agency, an Independent Foster Family Home, or an Independent Foster Group Home; and RTC applies to all other residential facilities such as residential treatment centers, halfway houses, basic childcare facilities, therapeutic camps, etc.; and

WHEREAS, the Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for standard residential treatment services, which invoices at contracted daily rates. In August 2015, notification received from TJJD informed us of State approved increase in daily rates allowed for contracted providers. Based on this information, request for contracted daily rate increases were received from current contracted providers; and

WHEREAS, new rate for Title IV-E began September 1, 2015 and Federal Medical Assistance Percentage (FMAP) rates begin October 1, 2015. Expected decrease of placement combined with the rate increase, will balance reimbursement for FY 2016.

	Moderate	Specialized	Intense
Child Placing Agency	76.72	101.86	186.42
Residential Treatment Center	103.03	162.30	260.95
Federal Medical Assistance Percentages	57.13%		

; and

WHEREAS, based on placement numbers from FY 2015, it is estimated the financial impact on placement expenditures with the rate increase will have minimal effect on the budgeted allocations for General Fund and State Aid Funding. Due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations. New rate request are as

follows:

Provider	Level of Care	Current Rate FY' 2015	Pending Contract Rate FY'2016
4M Youth Svcs (Rockdale)	Moderate	100.00	
	Specialized	130.00	
Athletes for Change	Specialized	138.25	162.30
Burke Foundation, Inc.	Specialized	126.49	
Center for Success & Independence	Moderate	87.99	103.03
	Specialized	126.49	162.30
Everyday Life, Inc.	Moderate	87.99	
	Specialized	126.49	
	Intensive	222.19	
Glen Mills Schools	Specialized	139.86	142.66
Gulf Coast Trades Center	Moderate	96.17	
	Specialized	117.00	
Houston Serenity Place RTC	Moderate	96.17	
	Specialized	138.25	
	Intensive	242.85	
Mingus	Intensive	242.85	260.17
Nexus Recovery Center	Moderate	87.99	
	Specialized	126.49	
Pegasus Schools	Specialized	125.00	145.00
Phoenix House Of Texas - Dallas	Moderate	87.99	
	Specialized	126.49	161.00
Rite of Passage	Specialized	138.06	162.30
Seton Home	Moderate	87.99	
	Specialized	126.49	
Shoreline	Specialized	138.25	162.30
	Intensive	242.85	242.95
Unlimited Visions Aftercare	Moderate	95.00	
	Specialized	138.00	
Shamar Hope Haven	Moderate	96.17	
	Specialized	138.25	
Victoria County	Specialized	138.25	

; and

WHEREAS, this request complies with Vision 3: This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the FY2016 State mandated Title IV-E and Contracted Residential Placement rate increase beginning September 1, 2015 and approve current request for rate increases beginning October 1, 2015. Additionally allow the department to approve future request for rate increases not to exceed the established State mandated rates. Approved rates will remain in effect until rate structures are amended by the State and/or service contract terms expire.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

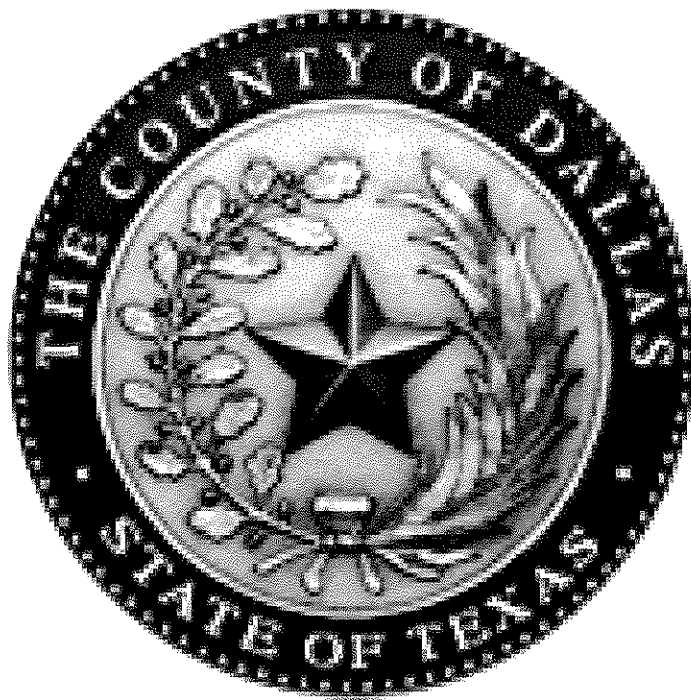
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Drug Prevention Resources, Inc. at Lyle B. Medlock Treatment Facility

Background of Issue:

Drug Prevention Resources is a non-profit organization dedicated to preventing youth substance abuse through innovative delivery of evidence based strategies that empower youth, families and communities to flourish within their environment. It is the oldest prevention organization in Texas. The organization was initiated by pioneers in prevention who implemented what are still some of the most successful prevention approaches today: individual education, capacity building and environmental change.

Drug Prevention Resources, Inc. continues to be a leader in the prevention field, regularly updating approaches to provide the latest strategies for youth, families and communities to be safer, healthier, and drug free. Although the agency has regularly responded to statewide initiatives, its primary focus is on high risk populations in the Dallas-Fort Worth Metroplex.

Drug Prevention Resources, Inc. has provided services to Lyle B. Medlock, Dallas County Youth Village, Letot Center, and the Day Reporting Center of Dallas County Juvenile Department in the past. Drug Prevention Resources, Inc. is interested in continuing their partnership with the Dallas County Juvenile Department and Lyle B. Medlock Treatment Facility. The goal of the program is to facilitate the implementation of substance abuse prevention education services to the youth we serve.

Impact on Operations and Maintenance:

Staff at Lyle B. Medlock will be responsible for the selection of the youth who qualify for this program. Staff will also create a schedule to incorporate the drug prevention classes into their daily curriculum, and will provide necessary staffing for safety and security while the youth are in each session. The actual drug prevention classes will be conducted by staff from the Drug Prevention Resources, Inc. They have eight (8) sessions of group counseling and two (2) sessions of individual counseling facilitated by a Drug Prevention Educator. The primary curriculum for the population we serve is project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students) which reduces substance use among high-risk, multiproblem teen-agers in Dallas County Charter Schools and Alternative Education Programs. Project SUCCESS teaches youth to cope in real-life situations by correcting false beliefs about substance use and improving communication, decision making, problem -solving and stress and anger management skills. They will follow criminal background checks and mandated training.

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

Strategic Plan Compliance:

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

Legal Information

A Memorandum of Understanding has been devised between the Dallas County Juvenile Department and Drug Prevention Resources, Inc. A copy of this MOU will accompany this briefing. This MOU has been approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor.


Financial Impact/Considerations:

There is no financial impact to the implementation of this program on the part of the Juvenile Department. Drug Prevention Resources, Inc. is funded by the Department of State and Health Services.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the implementation of the Drug Prevention Resources, Inc. Program for qualifying youth at the Lyle B. Medlock Treatment Facility as proposed in the collaborative agreement by the Juvenile Department and Drug Prevention Resources, Inc.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-xxx

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, drug Prevention Resources, Inc., a non-profit organization which has provided programs and services to the residents of the Lyle B. Medlock Treatment Center and other Juvenile divisions of the Dallas County Juvenile Department since 2004.; and

WHEREAS, drug Prevention Resources, Inc. has expressed an interest in continuing to coordinate the delivery of substance abuse prevention education to youth at Lyle B. Medlock Treatment Facility. Drug Prevention services will be provided to all youth ages 13-17. Drug Prevention Resources, Inc. will offer a total of eight (8) drug prevention sessions for a minimum of 45 minutes to 1 hour in duration.; and

WHEREAS, drug Prevention Resources, Inc. is funded by the Department of State and Health Services (DSHS) and regulated to provide substance abuse prevention and life skills training to at risk youth.; and

WHEREAS, this Drug Prevention and Education Program will assist in meeting mandates of the Texas Juvenile Justice Department (TJJD), it will also provide invaluable serve the youth at the Lyle B. Medlock Treatment Facility and results in no financial impact or scheduling issues for the Department; and

WHEREAS, a Memorandum of Understanding has been jointly developed between the Dallas County Juvenile Department and Drug Prevention Resources, Inc.; and

WHEREAS, this Memorandum of Understanding has been approved by Ms. Denika Caruthers, Administrative Legal Advisor.; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the continuation of the Drug Prevention Resources, Inc. to enhance the programming presently offered to residents of the Lyle B. Medlock Treatment Facility.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of __ for the motion and __ 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
Between
Drug Prevention Resources, Inc.
And
Dallas County Juvenile Department
(Lyle B. Medlock Treatment Facility)**

This Memorandum of Understanding (MOU) is entered into by Drug Prevention Resources, Inc. (DPRI) and Dallas County Juvenile Department for the purpose of facilitating the implementation of substance abuse prevention education services from October 1, 2015–September 30, 2016 for students ages 13-17. The services will be provided at no cost to the Juvenile Department.

Drug Prevention Resources will:

- Provide a staff person for ongoing contact, coordination and technical assistance.
- Provide DPRI staff member(s) to conduct the evidence-based substance abuse prevention program.
- Provide copies of Criminal Background History Records Checks for all Drug Prevention Resources' personnel implementing or observing groups or classes at the school facility.
- Coordinate all "Substance Abuse Prevention Education Services" activities through the campus counselors.
- Coordinate the delivery of the substance abuse prevention education services. Services will be coordinated with the designate campus staff to serve students ages 13- 17. Each cycle will consist of a maximum of 25 students who will meet together for a total of 8 sessions of 40 minutes to 1 hour in duration (the duration of a regular class period.)
- Provide a trained observer to attend randomly selected evidence-based substance abuse prevention sessions for the purpose of observing the education process to determine the extent to which fidelity to the curriculum has been maintained.
- Acknowledges that the facility has a legal obligation to maintain confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Drug Prevention Resources, Inc. is receiving student information in compliance with the requirements and exceptions outlined in FERPA. Drug Prevention Resources, Inc. acknowledges that it must comply with said law and regulations and safeguard student information. Drug Prevention Resources, Inc. may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Drug Prevention Resources, Inc. must destroy any student information received when no longer needed for the purposes listed in this Agreement.

- Drug Prevention Resources, Inc. will maintain strict confidentiality of all participant records, including but not limited to: name, age, race/ethnicity, gender, date of birth, school zip code, and class and/or session attendance.

Medlock staff will:

- Select children/youth to participate in Drug Prevention Resources' "Substance Abuse Prevention Education Services."
- Make available a campus counselor, principal, assistant principal or teacher as a designated contact person for the DPRI staff persons assigned to each school.
- Provide private and appropriate space for implementation of the substance abuse prevention education activities.
- Ensure a classroom teacher is present during all classroom services.
- Provide DPRI with a Statement of Fair Market Value for the use of facilities to be used as matching funds for our funders.
- Permit DPRI's trained observer(s) to come onto the campus to observe randomly selected *Program* sessions.

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

The term of this agreement shall coincide with the funding schedule between DPRI and the Texas Department of Health Services (DSHS), beginning on October 1, 2015 and ending September 30, 2016.

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

DALLAS COUNTY JUVENILE BOARD:

By: _____
Dr. Terry Smith, Executive Director
Dallas County Juvenile Department

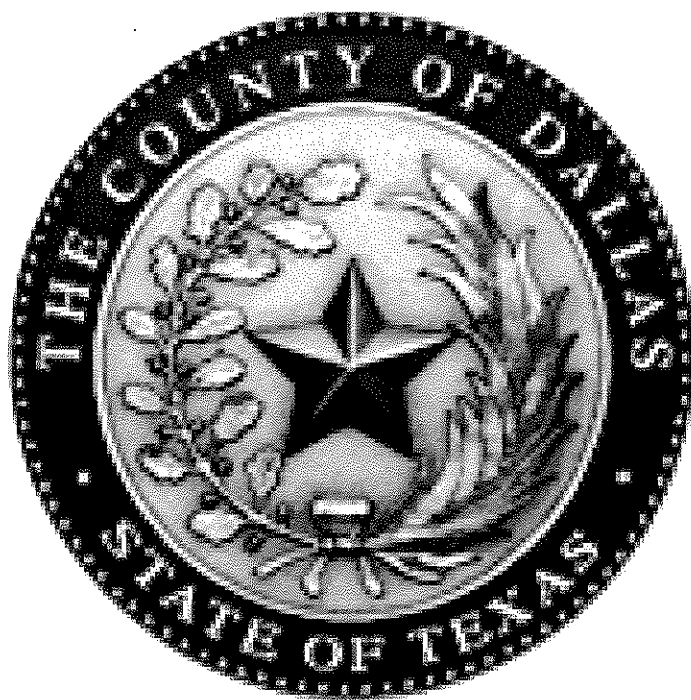
By: _____
Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

APPROVED AS TO FORM:

By: _____
Denika R. Caruthers J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACTOR'S NAME:

By: _____
Marvin L. Groote
President/CEO
Drug Prevention Resources, Inc.



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Substance Abuse Unit (SAU) – Application for Continuing Education Provider Approval

Background of Issue:

Dallas County Juvenile Department offers substance abuse treatment to youth referred for addictive or substance abuse behaviors. Currently, twenty-two (22) Licensed Chemical Dependency Counselors (Drug Intervention Specialists) are providing these services to the youth and families.

Historically, SAU has been designated as a Continuing Education Unit (CEU) Provider by the Texas Certification Board of Addiction Professionals. The certification designation allows designated staff to provide licensed required CEUs through training and education to the Drug Intervention Specialists and Juvenile Supervision Officers (JSOs) throughout the department. Bachelor level Licensed Chemical Dependency Counselors (LCDC) are required to have 48 CEUs every renewal period and Master level LCDCs are required to have 24 CEUs every renewal period. This CEU certification includes, but is not limited to: Clinical Supervision, Ethics, Motivational Enhancement Theory, HIV/AIDS and other Communicable Diseases, Treatment Planning, Trauma Informed Care, Trends of Drug Use, and The Effects of Drugs on the Body. This certification must be renewed annually.

The purpose of this briefing is to secure approval for SAU's renewal application to the Texas Certification Board of Addiction Professionals as a certified education provider.

Impact on Operations and Maintenance:

The Drug Intervention Specialists currently employed by the Dallas County Juvenile Department offer Substance Abuse Treatment to up to 230 juvenile participants ages 13-17. As a Continuing Education Provider, SAU will be permitted to provide trainings in which CEUs will be earned by current Licensed Chemical Dependency Counselors (LCDCs) within Dallas County. The certification of SAU as a Continuing Education Provider by the Texas Certification Board of Addiction Professionals allows Licensed Chemical Dependency Counselors to maintain necessary licensure to continue to serve the needs of the youth who have been referred to the Dallas County Juvenile Department and need substance abuse treatment. An application for Continuing Education Provider Approval must be renewed annually.

Strategic Plan Compliance:

This request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared* by providing substance abuse treatment programs for youth and families involved in the Juvenile Justice System.

*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

Legal Information:

There will be no legal impact attributable to the Continuing Education Provider application approval for SAU.

Financial Impact/Considerations:

The total estimated cost for the SAU application for Continuing Education Provider is \$200.00. Funding is available through the Juvenile Department's general fund, line item 2150 – License and Permit Fees, in FY2016. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

The services provided by the Drug Intervention Specialists through the Dallas County Juvenile Department meet the needs of the youth who have been referred to the department and need substance abuse treatment. There are currently twenty-two (22) Drug Intervention Specialists on staff who provide alcohol and drug abuse counseling to these youth. Additionally, Dallas County JSOs will also be able to receive training and education to apply towards their certification.

Recommendation:

It is recommended that the Dallas County Juvenile Board authorize the Juvenile Department to approve the SAU Application for Continuing Education Provider by the Texas Certification Board of Addiction Professionals at a cost of \$200.00 for the annual application fee.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

NAME	NAME	NAME
NAME	NAME	NAME

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

WHEREAS, the Dallas County Juvenile Board was briefed on September 28, 2015, regarding the request for SAU's Application for Continuing Education Provider Approval with the Texas Certification Board of Addiction Professionals, and a \$200 annual fee; and

WHEREAS, the Dallas County Juvenile Department currently offers drug treatment services through programs such as the Substance Abuse Unit; and

WHEREAS, the certification of SAU as a Continuing Education Provider by the Texas Certification Board of Addiction Professionals will allow SAU to provide training and education to Licensed Chemical Dependency Counselors (LCDC) and Juvenile Security Officers (JSO) currently on staff at DCJD; and

WHEREAS, the certification of a Continuing Education Provider by the Texas Certification Board of Addiction Professionals for SAU allows Licensed Chemical Dependency Counselors with the Dallas County Juvenile Department to continue to serve the needs of referred youth; 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 SAU – Application for Continuing Education Provider Approval and the \$200.00 annual application fee.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by ____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and __ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

TEXAS CERTIFICATION BOARD OF ADDICTION PROFESSIONALS

1005 Congress Avenue, Ste. 460

Austin, TX 78701

Telephone: (512) 708-0629 * Fax: (512) 476-7297 * Email: TCBAP@tcbap.org

APPLICATION FOR CONTINUING EDUCATION PROVIDER APPROVAL

1523-93

Provider Number

Dallas County Juvenile Department

Name of Education Provider (Certificate will be issued in this name)

Dallas County Juvenile Department - Substance Abuse Unit

Business Name

414 S. R. L. Thornton Frwy

Mailing Address

Dallas, TX 75203

City, State, Zip

414 S. R. L. Thornton Frwy

Record Storage Address (Physical Addresses Only)

Dallas, TX 75203

City, State, Zip

214-860-4371

Telephone Number

214-860-4378

Fax Number

Shawnette.Gantt@dallascounty.org

Email

Company Website

Shawnette Gantt MA LPC-S LCDC

Name of Continuing Education Coordinator, Credential(s)

Will this provider offer distance learning or independent study under this provider number?

YES ☒ NO ☐

I certify under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct. I have read the TCBAP Continuing Education Guidelines and Standards. If approved as a provider, I agree to follow them when offering continuing education credit.

The annual fee for Continuing Education Providers is \$200.00

Payments may be made by check, money order, purchase order or credit card. Mail your payment to:
TCBAP, 1005 Congress Avenue, Ste. 460, Austin, TX 78701.

Amt Enclosed: _____ Payment Type: ☐ Check ☐ Money Order ☐ Purchase Order ☐ Credit Card

Credit Card Information: ☐ AMEX ☐ DISC ☐ VISA ☐ MC Account # _____ Exp. _____

Name on Card: _____ Signature: _____

I authorize TCBAP to charge my credit card. I understand that my credit card statement will show charges in the amount of \$200.00 from "TAAP".

Texas Certification Board of Addiction Professionals

Hereby Certifies

Dallas County Juvenile Department

as a
Provider of Continuing Education
for Certification and Recertification
for Alcoholism and Drug Abuse Counselors
in the State of Texas

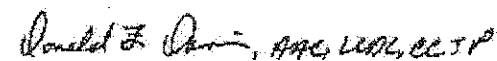
Provider Number: **1523-98**




TAAP President

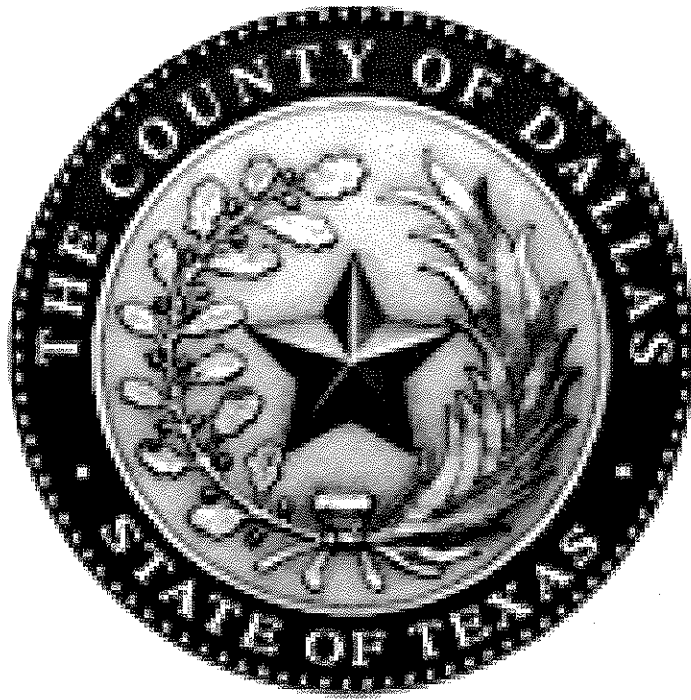
Originally Issued:

October 1998


Certification Board Chairman

Expires:

October 31, 2015



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Professional Services Agreement with Jewish Family Services of Greater Dallas

Background of Issue:

On September 8, 2015, the Juvenile Department was awarded grant funding of \$83,986.22 from the Office of the Governor, Criminal Justice Division (CJD) for the Family Violence Intervention Program (FVIP) for FY2016. This grant program will be renewed annually for a three year grant cycle. This is the second, three year grant cycle for this program.

The FVIP grant program is designed to divert, annually, up to 75 youth referred to the Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system and provide a wraparound intervention program for these youth and their families. The Dallas County Commissioners Court was briefed and gave approval on October 30, 2012 (Order No. 2012-1833) regarding the Juvenile Department's recommendation for a professional services agreement with the Jewish Family Services of Greater Dallas (JFS) to provide for this grant a Licensed Professional Counselor (LPC)/Licensed Clinical Social Worker (LCSW) and a Case Manager for clinical interventions to youth and families and to connect them with additional community resources. The proposed new agreement term ends August 31, 2016. On March 24, 2015, the Dallas County Commissioners Court approved submitting a grant application to CJD for continuation funding for this program. The Juvenile Department received award notification from CJD and therefore, the purpose of this briefing is to recommend the Dallas County Juvenile Board approve the professional services agreement with the Jewish Family Services of Greater Dallas for FY2016.

Impact on Operations and Maintenance:

Case processing and management of this program is through the Intake probation office staff. Youth and families meet with an assigned LPC/LCSW who provide initial in-depth clinical assessments, ongoing individual and family counseling. An assigned case manager connects them with community resources to assist in need areas such as: transportation, financial assistance, food, employment services and housing. Services are provided as long as deemed necessary. Since the program began in the fall of 2012, 157 youth have participated in the program. Of those 157 youth, only 13 youth have re-offended following completion which is a recidivism rate of less than 10%.

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 professional services agreement with the Jewish Family Services of Greater Dallas has been approved as to form by Dallas County Juvenile Department Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Juvenile Board Chairperson and the Dallas County Judge are required on the contract.

Financial Impact/Considerations:

The amount of the grant award for FY 2016 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW and part time Case Manager at a total salary of \$73,440. The grant also provides funding for the use of a cell phone for the LPC/LCSW (not to exceed \$500) and mileage reimbursement for the LPC/LCSW throughout the county to provide services. The total payment to JFS will not exceed \$80,940.00. The complete outline for services are outlined in the agreement. The grant terms will also allow for a laptop computer (and accessories) and a printer (and toner) for the juvenile probation officer. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

Semi-annual performance reports are submitted to CJD tracking demographics, program activities, strategies and performance outcomes.


Project Schedule/Implementation:

JFS currently provides the contracted services. If the professional services agreement for FY2016 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2016.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the professional services agreement with Jewish Family Service for the Family Violence Intervention Program.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, on September 8, 2015, the Juvenile Department was awarded grant funding of \$83,986.22 from the Office of the Governor, Criminal Justice Division (CJD) for the Family Violence Intervention Program (FVIP) for FY2016. This grant program will be renewed annually for a three year grant cycle. This is the second, three year grant cycle for the program; and

WHEREAS, the FVIP grant program is designed to divert, annually, up to 75 youth referred to the Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system and provide a wraparound intervention program for these youth and their families; and

WHEREAS, the Dallas County Commissioners Court was briefed and gave approval on October 30, 2012 (Order No. 2012-1833) regarding the Juvenile Department's recommendation for a professional services contract with the Jewish Family Services of Greater Dallas (JFS) to provide for this grant a Licensed Professional Counselor (LPC)/Licensed Clinical Social Worker (LCSW) and a Case Manager for clinical interventions to youth and families and to connect them with additional community resources; and

WHEREAS, on March 24, 2015, the Dallas County Commissioners Court approved submitting a grant application to CJD for continuation funding for this program. The Juvenile Department received award notification from CJD and therefore, the purpose of this briefing is to recommend the Dallas County Juvenile Board approve the professional services agreement with the Jewish Family Services of Greater Dallas for FY2016. The proposed new agreement term ends August 31, 2016; and

- WHEREAS,** since the program began on September 1, 2012 through August 31, 2015, 157 youth have participated in the program; of those 157 youth, only 13 youth have re-offended following completion of the program which is a recidivism rate of less than 10%; and
- WHEREAS,** this request complies with Vision 3: Dallas 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 professional services agreement with the Jewish Family Services of Greater Dallas has been approved as to form Dallas County Juvenile Department Administrative Legal Advisor, Ms. Denika Caruthers; the signature of the Juvenile Board Chairperson and the Dallas County Judge are required on the contract; and
- WHEREAS,** the amount of the grant award for FY 2016 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW and part time Case Manager at a total salary of \$73,440. The grant also provides funding for the use of a cell phone for the LPC/LCSW (not to exceed \$500) and mileage reimbursement for the LPC/LCSW throughout the county to provide services. The total payment to JFS will not exceed \$80,940.00. The complete outline for services is outlined in the agreement. The grant terms will also allow for a laptop computer (and accessories) and a printer (and toner) for the juvenile probation officer; and
- WHEREAS,** semi-annual performance reports are submitted to CJD tracking demographics, program activities, strategies and performance outcomes; and
- WHEREAS,** JFS currently provides the contracted services. If the professional services agreement for FY2016 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the professional services agreement with Jewish Family Service for the Family Violence Intervention Program

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

THE STATE OF TEXAS

§

§

§

THE COUNTY OF DALLAS

§

PROFESSIONAL SERVICES AGREEMENT

Between

DALLAS COUNTY
("County")

and

Jewish Family Services of Greater Dallas, Inc.
("Contractor")

1. PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court"), and Jewish Family Services of Greater Dallas Inc. (hereinafter, "Contractor" or "JFS"), under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as described in the Scope of Services Section below in this Agreement.

The purpose of this program is to support programs that prevent violence in and around schools and to improve the juvenile justice system and develop effective education, training, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency.

Youth who become offenders, across the spectrum of referred cases, are most often the victim of abuse themselves or have witnessed abuse in their own homes. A great many youth will enter the juvenile probation system due to their first offense being an act of violence towards a family member. Breaking the cycle of abuse, and successfully diverting youth from recurrent or ongoing delinquent behavior requires not only addressing the abusive behavior of the youth at onset, but treating the family as well. Currently, Dallas County Juvenile Probation does not offer these early intervention and counseling services and, as a result, youth are being referred to probation versus having access to treatment and deferred prosecution options related to these singular incidents of family violence.

The goal of the Family Violence Intervention Program (Family VIP) is to divert up to seventy-five (75) youth who are deferred to the Dallas County Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system to a deferred prosecution treatment program and who have been referred for a first time misdemeanor family violence incident.

- A. **ACTIVITIES:** Up to seventy-five (75) youth will be diverted from the probation system and provided comprehensive treatment services for prevention and intervention of family violence. Services will be, provided to the entire family and for as long as needed. Services will begin with a clinical assessment of the family situation to include; all possible contributing stressors that might have contributed to the incident, the family will be provided individual and family counseling to improve family communications and general mental health. Additional community resources will be coordinated through a Case Manager and bus passes will be provided to assist with transporting families to services as needed.

Professional therapy and Counseling, families meet with a case manager to connect them with additional community resources to assist with other life challenges that can contribute to increased stress and acts of family violence. Services are provided by phone and one-to-one with clients. Families will be connected to services including, but not limited to, transportation, financial assistance, food, employment services and housing. Initial in-depth clinical assessment of youth and family; ongoing individual and family counseling for youth referred due to family violence incident in the home. Services are provided for as long as needed for referred clients.

- B. Funding from this grant will only pay Contractor for: Contracted services for the following: Therapist/Counselor with professional certification (LPC/LCSW) with a Master's degree in Psychology or Social work; LCSW is preferred. This will be a yearly salary of \$73,440. This also includes case management services provided for the families. In order to increase service delivery to up to 75 youth offenders, there will be Case Manager time advocated to the grant, which is at a cost of \$5,000. Reimbursement for LPC/LCSW to travel and work with families at Dallas-area probation offices is a total of \$2,000. The LPC/LCSW will use a cell phone in order to communicate with families and program support staff to fulfill job and program requirements. Cost for cell phone and "pay as you go" minute plan should not exceed \$500 for the grant period. A Contractor must submit mileage reports monthly for reimbursement in an approved format by the County within timeframes as described in Section 3. E. Payment will not exceed \$80,940.

2. TERM:

The term of this Contract shall be from September 1, 2015 to August 31, 2016.

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

County agrees to compensate Contractor for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services described herein in accordance with the Office of the Governor, Criminal Justice Grant FY2016.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$80,940.00, for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the

maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$80,940.00) without following the procedures described in this subsection. County shall not pay for any services that would cause the amounts payable for the services described herein to exceed the maximum amount payable of (\$80,940.00) without a formal written amendment approved by the Commissioners Court and/or an Order evidencing such.

- (c) County's payment will be four quarterly installments of Twenty Thousand, Two Hundred Thirty Five Dollars (\$20,235) each.
- (d) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (e) Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate documentation in an approved format as required by the County, by the 20th day following the last day of the month in which the service is provided.
- (f) Contractor's invoices shall be fully documented in accordance with specifications.
- (g) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules, regulations, and grant as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (h) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (i) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (j) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (k) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.

4. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (a) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas. NOTE: This does not include making copies of confidential client progress notes or files. If this information is needed, a clinical summary of services will be provided to the County in support of their reporting requirements to the state.
- (b) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- (c) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (d) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (e) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation,

claims, or audit findings are resolved, whichever is later. Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.

- (f) Reporting and Documentation. Provide County, via the Juvenile Department, with:

Geographic Area: Dallas County

Target Audience: Youth referred for a first time misdemeanor family violence incident and their families.

Gender: Juveniles 10 – 17 and family members of all ages.

Special Characteristics: Juvenile perpetrators of family violence, their victims, and families.

Provider shall collect and maintain the following data for the purpose of measuring the effectiveness of the Program, and to submit this data to County on a monthly basis:

- A. Number of program youth referred
- B. Number of program youth screened / assessed
- C. Number of program youth served
- D. Number of program youth completing program requirements
- E. Number of program youth exhibiting an improvement in family relationships
- F. Number of program youth who offend or reoffend

All program performance measures will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

5. **CONFIDENTIALITY:**

- (a) Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- (b) Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data

or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, and other law compelling the production of information, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to services under this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Agreement.

6. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information, software, or documents the Contractor uses in the performance of the services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. INDEMNIFICATION:

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES 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) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) 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: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES,

AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, 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 CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

8. INSURANCE:

Within ten (10) days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars (\$100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

This Insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing commercial automotive liability insurance covering all owned, hired, and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional

services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.

2. Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
 - (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
 - (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
 - (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
 - (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
 - (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
 - (f) Provide for notice to the County at the address shown below by registered mail.
 - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten

(10) days of execution and/or renewal of this Agreement 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, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
9. 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 from liability.
10. 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. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;
 - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) any combination of the above.
 - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.

13. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.
14. Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Agreement.
16. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

20. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.

21. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 7 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 29 (Amendments and Changes in the Law) of this Agreement.

22. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Contractor under this Agreement and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 39 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 20 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - (8) If funds allocated by the DSHS shall become reduced, depleted, or unavailable during the contract term;
 - (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
 - (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 31 (Assignment);
 - (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy

or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

24. 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.

TO COUNTY:

Juvenile Department
2600 Lone Star Drive, Box 5
Dallas, TX 75212

TO CONTRACTOR:

Jewish Family Services of Greater Dallas, Inc.
5402 Arapaho Road
Dallas, Texas 75248

25. 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 in this Agreement. 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.

26. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all other defenses applicable to local governmental entities and public officials under federal and state law. Nothing in this Agreement is intended to benefit any third party beneficiary.

27. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Contractor will also be solely responsible for defending matters and satisfying any fines or judgments that arise in whole or part from its actions in performing services under this contract.

28. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

29. 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.

30. THIRD PARTIES:

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

31. ASSIGNMENT:

Contractor may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Dallas County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

32. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

33. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

34. 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.

35. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

36. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with 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 Agreement.

37. 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. Contractor has a duty to mitigate damages.

38. 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 Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. 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 Agreement 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 Agreement and deemed inappropriate by the County.

39. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County 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 County is unable to fulfill its obligations under this Agreement 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 Agreement by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

40. 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.

41. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

42. SUBCONTRACTING:

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

43. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, 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. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of 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 Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Commissioners Court.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.
- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby 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. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor understands and agrees that the services being provided under this Agreement by Contractor is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Contractor agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Contractor to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES**

OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.

- (p) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (q) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (r) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.
- (s) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

44. PROMPT PAYMENT ACT:

Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County 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 of the Texas Government Code.

45. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

46. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority.

47. ACCEPTANCES:

By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2015

DALLAS COUNTY:

CONTRACTOR:

BY: Clay Jenkins
Dallas County Judge



BY: Michael Fleisher
Jewish Family Services of Greater Dallas, Inc.

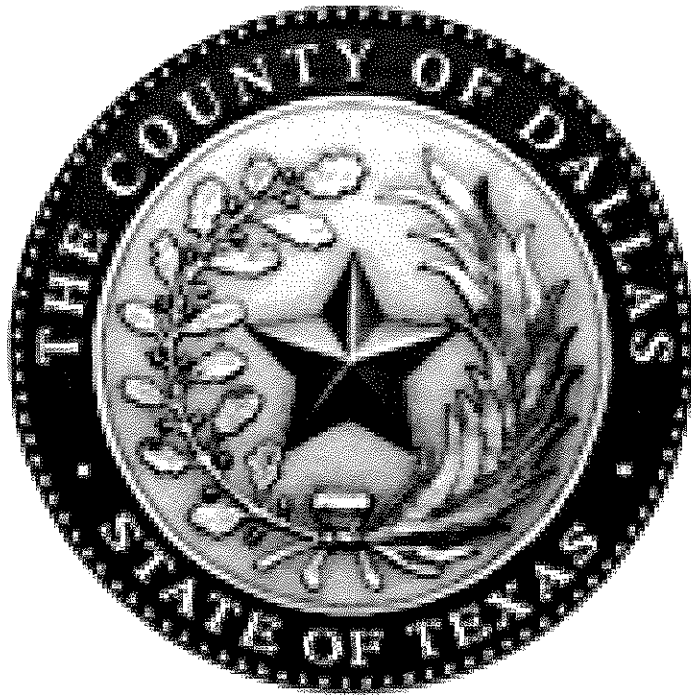
DALLAS COUNTY JUVENILE BOARD

Judge Cheryl Lee Shannon, Chairman

RECOMMENDED:

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

BY: Denika Caruthers
Administrative Legal Advisor
Dallas County Juvenile Department



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Continuation of Residential Services Contracts for FY2016

Background of Issue:

The Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for standard residential treatment services. During FY2015, the Department contracted with a total of twenty-two (22) service providers for residential treatment services. Twenty (20) of the contracts were issued under Request for Proposals (RFP) # 2012-077-6080. The remaining two (2) residential contracts were executed in FY2012 under RFP # 2011-080-5619.

RFP # 2011-080-5619 included language which allows the contracts to be automatically renewed for four (4) additional twelve (12) month periods. RFP # 2012-077-6080 included language which allows those contracts to be automatically renewed for three (3) additional twelve month periods. FY2016 is the final renewal year for the contracts issued under RFP 2011-080-5619 and RFP 2012-077-6080. It should be noted, the renewal of a contract is contingent upon the contractor meeting all contractual obligations and operating an effective program as determined by the Juvenile Department. The Juvenile Department has completed its FY2015 performance evaluation process, which is the basis of the Department's recommendations for FY2016 contract renewal.

In addition, the Juvenile Department was recently advised by Jerome K. Williams, Director of the Texas Juvenile Justice Department's (TJJD) PREA Compliance Department, of the need to revise the Prison Rape Elimination Act (PREA) language of the residential services contract to reflect the specific obligations of both Dallas County and the contractor regarding PREA standards compliance and compliance monitoring.

The purpose of this briefing is to request authorization to renew the recommended residential services contracts for utilization in FY2016 and to request authorization to amend the contracts to include detailed obligations of Dallas County and the contractor regarding compliance with PREA standards and compliance monitoring.

Contract Renewal Process:

Nineteen of the existing service providers were sent a letter which outlined the contract renewal process and required each provider to submit a 'Letter of Intent' to continue contracting with the Department. Contract renewal was not guaranteed, and renewal was contingent upon positive results received during the Juvenile Department's evaluation process and continued need for the service provided.

Sixteen (16) of the existing service providers responded with letters indicating their intent to continue the residential services contract in FY2016.

Specialized Alternatives for Families and Youth (SAFY), a therapeutic foster care service provider opted not to renew the contract for FY2016. According to the vendor, they were taking a loss on Dallas County placements as the contracted per diem rate did not cover the cost of care for the residents and the therapeutic treatment required by the contract. In addition, the vendor reported plans to discontinue direct care services all together in the next couple of years. Under the current contract, which began October 1, 2012, Dallas County placed a total of twenty-three (23) youth in SAFY for therapeutic foster care services. Although there were no Dallas County youth admitted into SAFY during FY2015, the last Dallas County youth in placement with the contractor successfully discharged on January 17, 2015.

The Juvenile Department contracts with Lutheran Social Services of the South (LSSS) for residential services at the New Life Children's Residential Treatment Center in Canyon Lake (Comal County) Texas. The vendor declined to renew its contract with the Juvenile Department for FY2016. The vendor did not provide an explanation for its decision to terminate the contract. A total of three (3) Dallas County youth were placed at New Life under the current contract, which began on October 1, 2012. There were no Dallas County admissions during FY2015. The last Dallas County youth in placement at New Life was successfully discharged from the program on June 18, 2014.

Unlimited Visions Aftercare (UVA), a residential drug treatment facility (located in Pasadena, Harris County, Texas) opted not to renew its contract for FY2016. The facility's administrators cited the anticipated impact of efforts to comply with the Prison Rape Elimination Act (PREA) and the minimal number of residential placements received from Dallas County as reasons to terminate the contract. Since the inception of the contract on November 8, 2011, Dallas County placed a total of six (6) youth at UVA. The last Dallas County youth placed at the facility discharged successfully on January 2, 2015.

Three (3) vendors, Brookhaven Youth Ranch, Clarinda Academy and Vision Quest National were not sent renewal letters as the Department is not recommending renewal of those residential services contract. The following details those decisions:

1. Brookhaven Youth Ranch (located in West, McClennan County, Texas): The Juvenile Department is not recommending renewal of the contract with Brookhaven Youth Ranch due to the facility's failure to comply with the contract requirement to maintain web-conferencing capabilities to allow for audio and visual communication between the Dallas County, facility staff, residents and the parent/guardian.
2. Clarinda Academy is located in Clarinda, Page County, Iowa on the grounds of the Clarinda State Hospital (known as the Clarinda Treatment Complex). Also located on that property is the Clarinda Correctional Facility; an adult male medium-security prison which serves primarily offenders who are chemically dependent, intellectually disabled, mentally ill, or special needs. The prison's work program allows eligible offenders to work various on-campus and off-campus jobs which include lawn maintenance for the entire property, laundry and cooking for all programs housed on the property. The Juvenile Department is not recommending renewal of the contract with Clarinda Academy due to concerns about the proximity of the work program lodge to the buildings utilized by the youth academy as well as possible Prison Rape Elimination Act (PREA) and Office of Juvenile Justice and Delinquency Prevention (OJJDP) 'site and sound separation' violations related to the inmate work programs.

3. Vision Quest National (VQN) was awarded a residential services contact under RFP 2012-077-6080. Subsequent to the contract award, it was determined that the vendor's proposed program model was not compatible with Dallas County's placement process in that it required the admission of several Dallas County youth into the program at the same time. Service delivery was proposed in Elfrida, Cochise County, Arizona and in Dallas County. However, the opening of a facility in Dallas County did not come to fruition. There have been no Dallas County placements in Vision Quest National since the execution of the contract.

The contracts with Brookhaven Youth Ranch, Clarinda Academy, LSSS, SAFY, UVA and VQN will terminate on September 30, 2015. Currently, there are no Dallas County residents in placement at those facilities.

Evaluation Process and Performance Data:

A detailed description of the Juvenile Department's evaluation process is included as Attachment 1. Attachment 2 lists each contractor and the results of the evaluation process. The actual performance data for each provider by measure is listed in Attachments 3 through 6. The twelve month performance data which serves as the basis for evaluation and recommendation for contract renewal is on Attachments 7-A, 7-B and 7-C. Attachment 8 provides a three year historical snap shot of the performance of the Juvenile Department's contract residential placements. The report reflects the total recidivism rate, the successful discharge rate and the average length of stay in days for successful discharges for all contracted programs during FY2012, FY2013 and FY2014.

Evaluation Results and Contract Renewal Recommendations:

The Juvenile Department is recommending renewal of 16 existing residential services contracts for FY2016. As indicated on Attachment 2, the analysis of the performance data revealed that many of the service providers failed to meet at least one of the Department's performance standards for FY2015. Those service providers will require closer monitoring of the programs and a better screening of youth referred to the providers. The Department will work with the service providers in the development and implementation of corrective action plans designed to address those specific deficiencies. The Juvenile Department will monitor and track the progress and impact of the corrective action plans on a quarterly basis.

Additionally, the analysis of FY2015 performance data revealed that many programs were under-utilized which resulted in skewed performance outcomes for those programs. Attachment 2 identifies those programs, which were not evaluated in this process. The Department is working internally and with those service providers to identify and address any existing barriers that might be impacting the placement process.

Impact on Operations and Maintenance:

The Contract Services Unit will continue to administer and monitor these contracts. Field and Assessment Probation Officers will refer youth to these programs.

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:

Administrative Legal Advisor, Ms. Denika Caruthers has reviewed the contract renewal process, and determined that during renewal years it is not necessary to re-issue new contracts, and thus no signatures are required. Any

fiscal or programmatic changes to existing contracts will be submitted to the Juvenile Board for review through a contract amendment process.

The contract amendment document was developed by the Juvenile Department's Contract Services division and is included in this brief as Attachment Ten. The document was reviewed by Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form. The contract amendment will require the signature of the Chairman of the Juvenile Board and the Dallas County Judge.

Financial Impact/Considerations:

Funding for residential contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). The Juvenile Department will continue to increase its efforts to capture any reimbursable placement costs through Title IV- E, Medicaid, and any other source. The Department will continue to make every effort to place IV-E eligible youth in appropriate IV-E approved facilities as we receive placement reimbursement. The information has been reviewed and approved by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

The Texas Juvenile Justice Department requires that grant recipients have performance goals and objectives included in all service provider contracts. Contractors are notified of these targets and informed that their performance and individual evaluation will be based on these measures. Contract Services staff will evaluate each provider's ability to achieve set performance standards as it relates to length of stay, successful program completion, and recidivism.

Project Schedule/Implementation:

This contract term will begin on October 1, 2015 and end on September 30, 2016.

M/WBE Information:

All of the contractors that are recommended for renewal have submitted updated M/WBE information as required for FY2016. Dallas County's Minority Business Officer is working directly with the contractors to ensure compliance in this area. M/WBE profile information on the recommended contractors is included in this briefing (Attachment 9).

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew contracts for residential services with the existing residential service providers listed on Attachment 2 for FY 2016.

Recommended by:

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

JUVENILE BOARD ORDER

ORDER NO: 2015 -XXX

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to

wit:	Name	Name	Name
	Name	Name	Name
	Name	Name	Name

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

WHEREAS, the Juvenile Department historically contracts with community-based providers for standard residential services; and

WHEREAS, the existing contracts were awarded under Request for Proposals (RFP) Nos. 2011-080-5619 and 2012-077-6080, through Juvenile Board Order Nos. 2011-099 and 2012-089, respectively; and

WHEREAS, both RFP # 2011-080-5619 and RFP # 2012-077-6080 and the related residential services contracts included language which allows the contracts to be automatically renewed for four (4) and three (3) additional twelve months periods, if the contractor complies with the terms of the contract and operates an effective program; and

WHEREAS, the Juvenile Department has completed its FY2015 residential services performance evaluation process; and

WHEREAS. the Department recommends renewal of the contracts listed below for FY2016; and

- 1 4M Youth Services, Inc., DBA: Rockdale Regional Juvenile Justice Center
- 2 Athletes for Change
- 3 Burke Center for Youth (Burke Foundation, Inc.)
- 4 Center for Success & Independence
- 5 Everyday Life, Inc.
- 6 Glen Mills Schools
- 7 Gulf Coast Trades Center
- 8 Houston Serenity Place
- 9 Mingus Mountain Estates Residential Center, Inc.
- 10 Nexus Recovery Center
- 11 Pegasus Schools, Inc.
- 12 Phoenix Houses of Texas, Inc.
- 13 Rite of Passage, Inc.

- 14 Seton Home
- 15 Shamar Hope Haven, Inc.
- 16 Shoreline, Inc.

WHEREAS, the residential services contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and

WHEREAS, as recommended by Jerome K. Williams, Director of TJJD's PREA Compliance Department, the residential services contracts are being amended to reflect the specific obligations of both, Dallas County and the contractor regarding compliance and compliance monitoring of the Prison Rape Elimination Act (PREA) standards; and

WHEREAS, this request complies with the Dallas County Strategic Plan - Vision 3: *Dallas County is safe, secure and prepared, as evidenced by the implementation of best practices.*

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to renew the residential services contracts listed above for the provision of residential treatment services during FY2016.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Chairman of the Juvenile Board be authorized to sign the contract amendment documents on behalf of the Dallas County Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

ATTACHMENT 1

Evaluation Process

Performance Outcomes:

Prior to recommending contract renewal, the Department evaluated each provider's performance in the areas of successful discharge rate and average length of stay for successful discharges, during the twelve month period, of July 1, 2014 through June 30, 2015. The provider's performance with regard to recidivism was evaluated based on the period of January 1, 2014 – December 31, 2014. Performance was evaluated using standard measures that were computed for each performance criteria (successful discharges, recidivism, length of stays for successful discharges) using three year historical data from the Juvenile Department's TechShare system. Data from the past three years (2012, 2013, and 2014) was used as the basis to compute the standards for each criterion. Three year averages were computed for each criterion and adopted as our minimum standard.

The evaluation process allows for special consideration for low utilization rates. Due to specialization, often only one child may have been placed with a particular provider. If this child had an unsuccessful discharge or re-offends, the provider would have received a score reflecting skewed results. As such, contractors are not scored on criterion for which there was three (3) or fewer qualifying placements during the review period.

Need for Service:

Our evaluation process allows for evaluating differences in the degree of difficulty that more difficult to place youth present to a residential provider. Because of a provider's specialization and willingness to accept more challenging youth, providers can have higher unsuccessful discharges and recidivism rates that may on the surface impact their overall performance scores. Therefore, the service providers are ranked according to: 1) the youth profile challenges served, 2) the uniqueness of treatment services they provide and 3) this Department's need for the program. A brief description of the three ranking indicators is listed below.

Youth Profile Challenge: The indicators for this category gauge the 'degree' of difficulty these agencies may experience in working with the youth based upon the youth's individual profile, as identified in the psychological assessment. Some youth requiring placement have a variety of challenging problems. One youth may be appropriate for only one program based on their profile (history of engaging in fire setting, gun in hand offense, extremely aggressive, lengthy psychiatric history, suicidal and homicidal behaviors, sexually inappropriate and/or illegal behaviors, youth with a mental health as well as substance abuse diagnosis, female offenders with children, pregnant females, etc.). The provider that accepts youth with the greater challenge will receive a higher ranking in this category.

Unique Treatment Services: The indicators for this category would be how unique are the services that are provided for youth. We currently have only one contract provider that provides services for female sex offenders. Some facilities that provide services for extremely aggressive youth are not willing to accept youth with a history of fire setting behaviors or sexually inappropriate behaviors. Some facilities only provide services for males or females or have age or offense related restrictions. Those providers described above will receive a higher ranking in this category.

Need for Program: The indicator for this category would be based on utilization, need, and the number of youth we place in a particular facility during the year. The availability of beds is another key component to consider when contracting with similar programs. There are times during the year when only one facility meeting the needs of a particular youth will have an opening.

The Juvenile Courts have an expectation that youth will be placed typically no more than 10 days post-disposition. We have a need to contract with several providers that offer similar services in the event there are no vacancies and/or long waiting lists exist at other facilities. Therefore, most providers we rely heavily on, as indicated above, will receive a higher ranking in this category.

**ATTACHMENT 2
CONSOLIDATED EVALUATION TABLE**

SERVICE CATEGORY / CONTRACT FACILITY	Recidivism Standard Met?	Successful Discharge Standard Met?	Length of Stay Standard Met?	DCJD's Need for Service?	FY2016 Contract Recommended?
DRUG TREATMENT					
Center for Success & Independence	CAP	Yes	Yes	Yes	Yes
Nexus Recovery Center	*	CAP	Yes	Yes	Yes
Phoenix House - Dallas Academy	*	CAP	Yes	Yes	Yes
Shamar Hope Haven	CAP	Yes	Yes	Yes	Yes
Shoreline	Yes	Yes	Yes	Yes	Yes
MOTHER/BABY PROGRAM					
Seton Home	*	*	*	Yes	Yes
RESIDENTIAL TREATMENT					
Athletes for Change	Yes	Yes	Yes	Yes	Yes
Burke Foundation	*	*	*	Yes	Yes
Center for Success & Independence	*	*	*	Yes	Yes
Everyday Life	*	CAP	Yes	Yes	Yes
Houston Serenity Place	*	*	*	Yes	Yes
Mingus Mountain Estates RTC	*	*	*	Yes	Yes
Rite of Passage	Yes	Yes	Yes	Yes	Yes
Shamar Hope Haven	*	CAP	Yes	Yes	Yes
Shoreline	*	*	Yes	Yes	Yes
SECURE RTC FACILITIES					
Rockdale Regional JJC	Yes	CAP	Yes	Yes	Yes
SEX OFFENDER TREATMENT					
Burke Foundation	*	*	*	Yes	Yes
Everyday Life	*	*	*	Yes	Yes
Pegasus Schools	CAP	Yes	Yes	Yes	Yes
Rockdale Regional Juv. Justice Center	Yes	Yes	Yes	Yes	Yes
VOCATIONAL / TRADE SCHOOLS					
Glen Mills Schools	*	Yes	CAP	Yes	Yes
Gulf Coast Trades Center	CAP	CAP	CAP	Yes	Yes

CAP = DCJD standard was not met for criterion, Corrective Action Plan is require for FY2016.

* = Program was not scored due to under-utilization of the program resulting in skewed outcomes.

ATTACHMENT 3

RECIDIVISM RATE FOR SUCCESSFUL DISCHARGES DURING REVIEW PERIOD: 01/01/14 - 12/31/14

SERVICE CATEGORY / CONTRACT FACILITY	# Successful Discharges	# Recidivated within 6 months (183 days) of discharge	% Recidivated within 6 months (183 days) of discharge	Standard for Service Category	Service Category Standard Met?
DRUG TREATMENT					
Center for Success & Independence	5	2	40%	26%	No
Nexus Recovery Center	*	*	*		*
Phoenix House - Dallas	*	*	*		*
Shamar Hope Haven	19	6	31.6%		No
Shoreline	19	3	15.8%		Yes
MOTHER/BABY PROGRAM					
Seton Home	*	*	*	13%	*
RESIDENTIAL TREATMENT					
Athletes for Change	9	1	11.1%	45%	Yes
Burke Foundation	*	*	*		*
Center for Success & Independence	*	*	*		*
Everyday Life	*	*	*		*
Houston Serenity Place	*	*	*		*
Mingus Mountain Estates RTC	*	*	*		*
Rite of Passage	6	1	16.7%		Yes
Shamar Hope Haven	*	*	*		*
Shoreline	*	*	*		*
SECURE RTC FACILITIES					
Rockdale Regional JJC	5	1	20%	30%	Yes
SEX OFFENDER TREATMENT					
Burke Foundation	*	*	*	6%	*
Everyday Life	*	*	*		*
Pegasus Schools	17	2	11.8%		No
Rockdale Regional JJC	5	0	0%		Yes
VOCATIONAL / TRADE SCHOOLS					
Glen Mills Schools	*	*	*	13%	*
Gulf Coast Trades Center	5	1	20%		No

* = Not scored due to the evaluation period being prior to the contract's inception, absent evaluation data due to under-utilization of the program during the review period and/or skewed outcomes due to minimal (less than 4) successful discharges during the review period.

ATTACHMENT 4
RATE OF SUCCESSFUL DISCHARGES FOR REVIEW PERIOD: 07/01/2014 - 06/30/15

SERVICE CATEGORY/CONTRACTOR FACILITY	Total # Discharged	# Successful Discharges	% Successful Discharges	Standard for Service Category	Service Category Standard Met?
DRUG TREATMENT					
Center for Success & Independence	8	8	100%	57%	Yes
Nexus Recovery Center	6	1	17%		No
Phoenix House - Dallas Academy	5	1	20%		No
Shamar Hope Haven	17	10	59%		Yes
Shoreline	16	14	88%		Yes
MOTHER/BABY PROGRAM					
Seton Home	*	*	*	100%	*
RESIDENTIAL TREATMENT					
Athletes for Change	6	6	100%	65%	Yes
Burke Foundation	*	*	*		*
Center for Success & Independence	*	*	*		*
Everyday Life	7	2	29%		No
Houston Serenity Place	*	*	*		*
Mingus Mountain Estates RTC	*	*	*		*
Rite of Passage	9	8	89%		Yes
Shamar Hope Haven	5	1	20%		No
Shoreline	*	*	*		*
SECURE RTC FACILITIES					
Rockdale Regional Juv. Just. Center	6	4	67%	80%	No
SEX OFFENDER TREATMENT					
Burke Foundation	*	*	*	66%	*
Everyday Life	*	*	*		*
Pegasus Schools	18	15	83%		Yes
Rockdale Regional Juv. Justice Center	5	5	100%		Yes
VOCATIONAL / TRADE SCHOOLS					
Glen Mills Schools	7	7	100%	76%	Yes
Gulf Coast Trades Center	8	6	75%		No

* = Not scored due to the evaluation period being prior to the contract's inception, absent evaluation data due to under-utilization of the program during the review period and/or skewed outcomes due to minimal (less than 4) discharges during the review period.

ATTACHMENT 5

AVERAGE LENGTH OF STAY FOR SUCCESSFUL DISCHARGES FOR REVIEW PERIOD: 07/01/2014 - 06/30/15

SERVICE CATEGORY/CONTRACTORS	# Success. Discharge	Avg. LOS (Days)	Standard LOS (Days)	Standard Met?
DRUG TREATMENT				
Center for Success & Independence	8	203	270	Yes
Nexus Recovery Center	6	133		Yes
Phoenix House - Dallas Academy	5	100		Yes
Shamar Hope Haven	17	207		Yes
Shoreline	16	223		Yes
MOTHER/BABY PROGRAM				
Seton Home	*	*	180	*
RESIDENTIAL TREATMENT				
Athletes for Change	6	215	270	Yes
Burke Foundation	*	*		*
Center for Success & Independence	*	*		*
Everyday Life	7	247		Yes
Houston Serenity Place	*	*		*
Mingus Mountain Estates RTC	*	*		*
Rite of Passage	9	237		Yes
Shamar Hope Haven	5	234		Yes
Shoreline	*	224		Yes
SECURE RTC FACILITIES				
Rockdale Regional JJC	6	203	180	Yes
SEX OFFENDER TREATMENT				
Burke Foundation	*	*	365	*
Everyday Life	*	*		*
Pegasus Schools	18	357		Yes
Rockdale Regional JJC	5	277		Yes
VOCATIONAL / TRADE SCHOOLS				
Glen Mills Schools	7	270	180	No
Gulf Coast Trades Center	8	194		No

* = Not scored due to the evaluation period being prior to the contract's inception, absent evaluation data due to under-utilization of the program during the review period and/or skewed outcomes due to minimal (less than 4) discharges during the review period.

ATTACHMENT 6
DCJD NEED FOR CONTRACTED SERVICE

SERVICE CATEGORY / CONTRACT FACILITY	BENEFIT TO DALLAS COUNTY JUVENILE DEPARTMENT	Is Service Needed for FY2016?
DRUG TREATMENT		
Center for Success & Independence	Dual diagnosis services; On campus school; min. runaway risk; Accepts males and females.	Yes
Nexus Recovery Center	Local facility; On campus, Accepts pregnant females and provides dual diagnosis services.	Yes
Phoenix House – Dallas Academy	Local facility; Accepts males and females.	Yes
Shamar Hope Haven	Offers GED services; Provides services for emotional/mental health issues; dual diagnosis.	Yes
Shoreline	Dual diagnosis services; Accepts males and females.	Yes
MOTHER/BABY PROGRAM		
Seton Home	Accepts: Pregnant females and teen mothers and their babies.	Yes
RESIDENTIAL TREATMENT		
Athletes for Change	Local facility; Gang intervention services; Structured environment; Accepts: aggressive males.	Yes
Burke Foundation	Accepts younger youth; on campus school; fire setters, accept low IQ, sex offender program.	Yes
Center for Success & Independence	Dual diagnosis services; On campus school; Min. runaway risk; Accepts males and females.	Yes
Everyday Life	Accepts youth with low IQ; sex offenders and fire setters; GED prep & test; emotional/mental.	Yes
Houston Serenity Place	Offers: Sex offender treatment; emotional disorders.	Yes
Mingus Mountain Estates RTC	Accepts: Aggressive females; youth with mental health issues, trauma victims.	Yes
Rite of Passage	Offers vocation training; Accepts: aggressive males with history of previous failed placements.	Yes
Shamar Hope Haven	Accepts: males; youth with dual diagnosis; low IQ consideration.	Yes
Shoreline	Accepts: males and females with dual diagnosis and aggression issues.	Yes
SECURE RTC FACILITIES		
Rockdale Regional JJC	Offers residential treatment for females and males in a secure facility setting, aggressive.	Yes
SEX OFFENDER TREAT.		
Burke Foundation	Sex offender treatment; on campus school; used as overflow to Medlock sex offender program.	Yes
Everyday Life	Accepts youth with low IQs and fire setters; Overflow to Medlock sex offender program.	Yes
Pegasus Schools	Overflow to the department's Medlock sex offender program.	Yes
Rockdale Regional JJC	Provides sex offender treatment for females and males.	Yes
VOCATION/TRADE SCHOOLS		
Glen Mills Schools	Provides vocational training; accepts aggressive hard to place youth.	Yes
Gulf Coast Trades Center	Provides certified vocation training; GED services; work experience/job placement; WIA program.	Yes

ATTACHMENT 7-A
PROFILE OF ADMISSIONS FOR REVIEW PERIOD: 7/1/2014-6/30/2015

NS = No data due the under- utilization of the facility.

SERVICE CATEGORY/ CONTRACT FACILITY	ADMITS	GENDER		ETHNICITY				Mean Age at Admit	Mean Age at 1st Referral
	#	% Females	% Males	% African American	% Caucasian	% Hispanic	% Other		
DRUG TREATMENT									
Center for Success & Independence	3	67%	33%	33%	0%	67%	0%	15.3	13.7
Nexus	6	100%	0%	33%	0%	67%	0%	16.3	13.8
Phoenix House – Dallas Academy	5	20%	80%	0%	0%	100%	0%	14.8	13.0
Shamar Hope Haven	10	0%	100%	10%	10%	80%	0%	15.5	13.7
Shoreline	17	29%	71%	24%	12%	65%	0%	16.2	14.0
MOTHER/BABY PROGRAM									
Seton Home	0	0%	0%	0%	0%	0%	0%	N/A	N/A
RESIDENTIAL TREATMENT									
Athletes for Change	1	0%	100%	100%	0%	0%	0%	16.0	14.0
Burke Foundation	0	0%	0%	0%	0%	0%	0%	N/A	N/A
Center for Success & Independence	3	100%	0%	0%	33%	67%	0%	14.3	13.3
Everyday Life	7	0%	100%	86%	0%	14%	0%	14.6	12.3
Houston Serenity Place	1	0%	100%	100%	0%	0%	0%	17.0	12.0
Mingus Mountain Estates RTC	3	100%	0%	33%	33%	33%	0%	16.0	13.7
Rite of Passage	10	0%	100%	60%	0%	40%	0%	15.7	13.5
Shamar Hope Haven	10	0%	100%	50%	10%	40%	0%	14.9	12.6
Shoreline	1	0%	100%	100%	0%	0%	0%	16.0	13.0
SECURE FACILITY									
Rockdale Regional JJC	10	40%	60%	70%	0%	30%	0%	16.0	13.8
SEX OFFENDER TREATMENT									
Burke Foundation	0	0%	0%	0%	0%	0%	0%	N/A	N/A
Everyday Life	0	0%	0%	0%	0%	0%	0%	N/A	N/A
Pegasus Schools	12	0%	100%	25%	33%	42%	0%	13.7	12.9
Rockdale Regional JJC	3	0%	100%	67%	33%	0%	0%	16.0	14.3
VOCATIONAL									
Glen Mills Schools	8	0%	100%	75%	13%	13%	0%	15.8	13.1
Gulf Coast Trades Center	9	0%	100%	78%	11%	11%	0%	16.7	14.2

ATTACHMENT 7-B
PROFILE OF REFERRAL OFFENSE TYPES FOR ADMITS
REVIEW PERIOD: 7/1/2014-6/30/2015

Facility	# Admits	% Felony Person	% Felony Property	% Misdemeanor Person	% Misdemeanor Property	% Probation Violation	% Contempt of Magistrate	% CINS
DRUG TREATMENT								
Center for Success & Independence	3	0%	0%	0%	0%	33%	33%	33%
Nexus	6	17%	0%	0%	0%	50%	0%	33%
Phoenix House – Dallas Academy	5	0%	20%	0%	0%	40%	0%	40%
Shamar Hope Haven	10	0%	30%	0%	10%	60%	0%	0%
Shoreline	17	12%	6%	6%	6%	71%	0%	0%
MOTHER/BABY PROGRAM								
Seton Home	0	0%	0%	0%	0%	0%	0%	0%
RESIDENTIAL TREATMENT								
Athletes for Change	1	0%	100%	0%	0%	0%	0%	0%
Burke Foundation	0	0%	0%	0%	0%	0%	0%	0%
Center for Success & Independence	3	0%	0%	0%	0%	33%	0%	67%
Everyday Life	7	14%	43%	0%	14%	29%	0%	0%
Houston Serenity Place	1	0%	0%	0%	100%	0%	0%	0%
Mingus Mountain Estates RTC	3	33%	0%	33%	0%	33%	0%	0%
Rite of Passage	10	20%	0%	0%	40%	30%	0%	10%
Shamar Hope Haven	10	20%	10%	0%	0%	70%	0%	0%
Shoreline	1	0%	100%	0%	0%	0%	0%	0%
SECURE FACILITY								
Rockdale Regional JJC	10	40%	20%	10%	20%	10%	0%	0%
SEX OFFENDER TREATMENT								
Burke Foundation	0	0%	0%	0%	0%	0%	0%	0%
Everyday Life	0	0%	0%	0%	0%	0%	0%	0%
Pegasus Schools	12	83%	8%	0%	0%	8%	0%	0%
Rockdale Regional JJC	3	0%	33%	0%	0%	67%	0%	0%
VOCATIONAL								
Glen Mills Schools	8	25%	13%	0%	38%	25%	0%	0%
Gulf Coast Trades Center	9	22%	11%	11%	22%	33%	0%	0%

ATTACHMENT 7-C

OUTCOMES AND LENGTH OF STAY FOR REVIEW PERIOD: 7/1/2014-6/30/2015

N/A = No outcome data due to under- utilization of the facility during the review period.

SERVICE CATEGORY / CONTRACT FACILITY	Dischg.	DISCHARGE STATUS			% BREAKDOWN OF DISCHARGES			AVERAGE LENGTH OF STAY		
		Admin.	Succ.	Unsucc.	% Admin. Removal	% Succ.	% Unsucc.	Admin.	Succ.	Unsucc.
DRUG TREATMENT										
Center for Success/Independence	8	0	8	0	0%	100%	0%	0	203	0
Nexus	6	5	1	0	83%	17%	0%	37	133	0
Phoenix House - Dallas Academy	5	2	1	2	40%	20%	40%	17	100	37
Shamar Hope Haven	17	6	10	1	35%	59%	6%	81	207	118
Shoreline	16	0	14	2	0%	88%	12%	0	223	56
MOTHER/BABY										
Seton Home	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RESIDENTIAL TREATMENT										
Athletes for Change	6	0	6	0	0%	100%	0%	0	215	0
Burke Foundation	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Center for Success/Independence	3	0	1	2	0%	33%	67%	0	220	63
Everyday Life	7	0	2	5	0%	29%	71%	0	247	97
Houston Serenity Place	3	2	1	0	67%	33%	0%	49	255	0
Mingus Mountain Estates RTC	3	0	3	0	0%	100%	0%	0	246	0
Rite of Passage	9	0	8	1	0%	89%	11%	0	237	207
Shamar Hope Haven	5	3	1	1	60%	20%	20%	60	234	48
Shoreline	1	0	1	0	0%	100%	0%	0	224	0
SECURE FACILITY										
Rockdale Regional JJC	6	0	4	2	0%	67%	33%	0	203	53
SEX OFFENDER TREATMENT										
Burke Foundation	1	0	1	0	0%	100%	0%	0	377	0
Everyday Life	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pegasus Schools	18	1	15	2	6%	83%	11%	65	357	195
Rockdale Regional JJC	5	0	5	0	0%	100%	0%	0	277	0
VOCATION SCHOOL										
Glen Mills Schools	7	0	7	0	0%	100%	0%	0	270	0
Gulf Coast Trades Center	8	0	6	2	0%	75%	25%	0	194	89

ATTACHMENT 7-D
RECIDIVISM SNAPSHOT AT 30, 90, & 183 DAYS FOR SUCCESSFUL DISCHARGES DURING PERIOD: 1/1/2014 - 12/31/2014

NS = No data due the under- utilization of the facility.

SERVICE CATEGORY / CONTRACT FACILITY	Total # Succ. Dischg.	<=30 Days Total Recid.		Total # Succ. Dischg.	<=90 Days Total Recid.		Total # Succ. Dischg.	<=6 months (183 days)					
		Total Recid.			Total Recid.			Total Recid.		Fel./Misd. Recid.		Tech.Viol.Recid.	
		#	%		#	%		#	%	#	%	#	%
DRUG TREATMENT													
Center for Success& Independence	5	0	0.0%	5	0	0.0%	5	2	40%	1	20%	1	20%
Nexus	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Phoenix House – Dallas Academy	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shamar Hope Haven	19	0	0.0%	19	6	31.9%	19	6	31.9%	2	10.5%	4	21.1%
Shoreline RTC	19	0	0.0%	19	2	10.5%	19	3	15.8%	0	0.0%	3	15.8%
MOTHER/BABY													
Seton Home	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RESIDENTIAL TREATMENT													
Athletes for Change	9	0	0.0%	9	0	0.0%	9	1	11.1%	0	0.0%	1	11.1%
Burke Foundation (Pat Finders Camp)	1	0	0.0%	1	0	0.0%	1	0	0.0%	0	0.0%	0	0.0%
Center for Success & Independence	2	0	0.0%	2	0	0.0%	2	0	0.0%	0	0.0%	0	0.0%
Everyday Life	2	0	0.0%	2	0	0.30%	2	0	0.0%	0	0.0%	0	0.0%
Houston Serenity Place	1	0	0.0%	1	0	0.0%	1	0	0.0%	0	0.0%	0	0.0%
Mingus Mountain Estates RTC	2	0	0.0%	2	0	0.0%	2	1	50.0%	1	50.0%	0	0.0%
Rites of Passage	6	0	0.0%	6	1	16.7%	6	1	16.7%	1	16.7%	0	0.0%
Shamar Hope Haven	2	0	0.0%	2	1	50.0%	2	1	50.0%	0	0.0%	1	50.0%
Shoreline RTC	1	0	0.0%	1	1	100.0%	1	1	100.00%	0	0.0%	1	100.00%
SECURE FACILITIES													
Rockdale Regional JJC	5	0	0.0%	5	0	0.0%	5	1	20.0%	1	20.0%	0	0.0%
SEX OFFENDER TREATMENT													
Burke Foundation (Path Finders Camp)	1	0	0.0%	1	0	0.0%	1	0	0.0%	0	0.0%	0	0.0%
Everyday Life	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pegasus Schools	17	0	0.0%	17	1	5.9%	17	2	11.8%	1	5.9%	1	5.9%
Rockdale Regional JJC	5	0	0.0%	5	0	0.0%	5	0	0.0%	0	0%	0	0.0%
VOCATIONAL													
Glen Mills Schools	2	0	0.0%	2	0	0.0%	2	0	0.0%	0	0.0%	0	0.00%
Gulf Coast Trade Centers	5	0	0.0%	5	1	20.0%	5	1	20.0%	0	0.0%	1	20.0%

ATTACHMENT 8
PERFORMANCE OUTCOMES THREE YEAR HISTORICAL FROM TECHSHARE SYSTEM

SERVICE CATEGORY / CONTRACT FACILITY	TOTAL RECIDIVISM RATE			SUCCESSFUL DISCHARGE RATE			AVG. LENGTH OF STAY (DAYS)		
	2012	2013	2014	2012	2013	2014	2012	2013	2014
DRUG TREATMENT									
Center for Success & Independ.	NS	25%	*	60%	67%	*	217	185	*
Nexus Recovery Center	40	*	20%	25%	46%	25%	128	130	*
Phoenix House Acad. - Dallas	0%	27%	*	70%	43%	20%	144	119	*
Rite of Passage	25%	0%	X	NS	X	X	NS	X	X
Shamar Hope Haven	21%	33%	0%	100%	75%	70%	189	177	204
Shoreline, Inc.	29%	20%	17%	84%	82%	90%	192	210	247
Unlimited Visions Aftercare	NS	NS	*	NS	0%	*	NS	NS	*
MOTHER/BABY PROGRAM									
Seton Home	25%	0%	*	100%	100%	*	185	178	*
RESIDENTIAL TREATMENT									
Athletes for Change	X	NS	*	X	0%	67%	X	NS	193
Brookhaven Youth Ranch	57%	20%	46%	56%	81%	82%	198	192	216
Burke Foundation	NS	NS	*	NS	NS	*	NS	NS	*
Center for Success & Independ.	60%	33%	*	80%	100%	*	177	218	*
Clarinda Academy	X	NS	*	X	100%	*	X	239	*
Everyday Life, Inc.	83%	68%	100%	40%	82%	69%	166	216	161
Houston Serenity Place	NS	0%	0%	NS	67%	*	NS	194	*
Krause -Lutheran SSS	20%	50%	X	38%	73%	X	165	161	X
Mingus Mountain Estates	X	NS	*	X	75%	75%	X	168	168
Minola's of Texas, Inc.	NS	33%	X	33%	50%	X	232	174	X
New Life - Lutheran SSS	NS	50%	*	86%	75%	*	234	187	*
Pegasus Schools – Freedom	29%	20%	X	71%	100%	X	207	146	X
Positive Steps, Inc.	33%	31%	X	83%	75%	X	203	208	X
Rite of Passage, Inc.	8%	100%	6%	79%	84%	86%	206	225	273
Shamar Hope Haven	50%	50%	8%	69%	82%	86%	188	199	207
Shoreline	40%	100%	*	70%	25%	*	184	210	X
Southwest Key Programs, Inc.	NS	100%	X	NS	67%	X	NS	182	X
Unity Children's Home	NS	50%	67%	NS	46%	57%	NS	165	210
SECURE FACILITIES									
Rockdale Regional JJC	40%	59%	25%	95%	88%	82%	176	198	267
Victoria County Regional JJC	0%	25%	33%	71%	79%	63%	224	177	178
SEXUAL OFFENDER TREAT.									
Brookhaven Youth Ranch	NS	NS	*	NS	NS	*	NS	NS	*
Burke Foundation	NS	NS	*	NS	50%	*	NS	255	*
Everyday Life, Inc.	NS	NS	*	NS	NS	*	NS	NS	*
Pegasus Schools, Inc.	0%	6.3%	19%	79%	87%	77%	324	320	359
Rockdale Regional JJC	NS	0%	*	NS	100%	*	NS	330	*
Specialized Alternatives for Families and Youth (SAFY)	NS	NS	*	NS	0%	*	NS	NS	*
VOCATION/ TRADE SCHOOLS									
Glen Mills Schools	50%	0%	0%	100%	100%	*	218	222	*
Gulf Coast Trades Center	6%	8.3%	11%	57%	67%	57%	182	179	185
3YEAR DCJD AVERAGES:	%			%			days		

X = Period before contract began or after contract ended. NS = No data to evaluate.

* = Not scored due to the evaluation period being prior to the contract's inception, absent evaluation data due to under-utilization of the program during the review period and/or skewed outcomes due to minimal (less than 4) discharges during the review period.

ATTACHMENT 9

VENDOR PROFILE INFORMATION

EEO-1 Forms

Updated for FY2016

<i>Vendor</i>	<i>Service Category</i>	<i>Page</i>
<i>Athletes for Change</i>	<i>Residential Treatment Center</i>	<i>2</i>
<i>Burke Foundation (Burke Center for Youth)</i>	<i>Residential Treatment Center</i>	<i>3</i>
<i>Center for Success and Independence</i>	<i>Residential Treatment Center</i>	<i>4</i>
	<i>Residential Drug Treatment</i>	
<i>Everyday Life</i>	<i>Residential Treatment Center</i>	<i>5</i>
<i>Glen Mills School</i>	<i>Vocation School</i>	<i>6</i>
<i>Gulf Coast Trades Center</i>	<i>Vocation School</i>	<i>7</i>
<i>Houston Serenity Place</i>	<i>Residential Treatment Center</i>	<i>8</i>
<i>Mingus Mountain Estates RTC</i>	<i>Residential Treatment Center</i>	<i>9</i>
<i>Nexus Recovery Center</i>	<i>Residential Drug Treatment</i>	<i>10</i>
<i>Pegasus Schools</i>	<i>Residential Treatment Center</i>	<i>11</i>
<i>Phoenix Housés of Texas</i>	<i>Residential Drug Treatment</i>	<i>12</i>
<i>Rite of Passage</i>	<i>Residential Treatment Center</i>	<i>13</i>
<i>Rockdale Regional Juvenile Justice Center</i>	<i>Residential Treatment Center</i>	<i>14</i>
<i>(4M Youth Services)</i>		
<i>Seton Home</i>	<i>Mother/Baby Program</i>	<i>15</i>
<i>Shamar Hope Haven</i>	<i>Residential Treatment Center</i>	<i>16</i>
	<i>Residential Drug Treatment</i>	
<i>Shoreline</i>	<i>Residential Treatment Center</i>	<i>17</i>
	<i>Residential Drug Treatment</i>	

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6070

UPDATE FOR FY2016

NAME OF FIRM:

Athletes for Change

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories

Hispanic or Latino

Male

Female

Male

Female

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo or more
races

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo 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

1

4

2

1

8

First/Mid Level Officials
and Managers

1.2

1

1

Professionals

2

1

4

Technicians

3

Sales Workers

4

Administrative Support
Workers

5

Craft Workers

6

Operatives

7

Laborers and Helpers

8

Service Workers

9

3

20

23

TOTAL

10

3

1

26

4

2

36

PREVIOUS YEAR TOTAL

11

2

1

19

4

1

27

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

a

All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)

2

x

This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official Maureen Murphy

Title Vice President

Signature Maureen Murphy

Date 6/25/2015

Name of person to contact regarding this report Maureen Murphy

Title Vice President

Address (Number and Street) 1205 E. Bend Creek Rd Glenn Heights, TX 75154

City and State Glenn Heights, TX

Zip Code 75154

Telephone No. (including area code and extension) 469-600-2506

Email address maureen@athletesforchange.org

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/employees/eo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

8/25/15
Revised

3

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE FOR FY2016

NAME OF FIRM: Burke Center for Youth

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL
A-N

Job Categories

Hispanic or Latino

Male

Female

Male

Female

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo or more
races

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo 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

2

2

9

2

6

6

1

23

9

11

11

3

0

6

6

1

39

1. Date(s) of payroll period used: July 2015 (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.) residential treatment center

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

Kay LaPlante Urbina

Title

Executive Director

Signature

Kay LaPlanteDate 7/20/15

Name of person to contact regarding this report

Gynthia Gindorf

Title

Operations Manager

Address (Number and Street)

P.O. Box 40 Driftwood TX 78619

City and State

Driftwood TX

Zip Code

78619

Telephone No. (including area code and extension)

512-378-4258Email address mailto:mail@burkecenter.org

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/eo1survey/2007instructions.cfm> / Appendix 4: Race and Ethnic Identification / and Appendix 5: Description of Job Categories

P. 002

FAX No. 512-858-4960

BURKE FOUNDATION

2015/AUG/25/TUE 10:49 AM

NAME OF FIRM: *Center for Success and Independence*

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories

Hispanic or Latino

Male

Female

Male

Female

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo or more
races

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo 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

2

1

3

First/Mid-Level Officials
and Managers 1.2

1

2

5

1

9

Professionals 2

2

3

3

10

1

19

Technicians 3

Sales Workers 4

Administrative Support
Workers 5

1

1

2

Craft Workers 6

1

1

Operatives 7

Laborers and Helpers 8

Service Workers 9

2

1

15

2

15

35

TOTAL 10

3

5

5

19

14

22

1

69

PREVIOUS YEAR TOTAL 11

2

6

5

19

0

0

0

0

12

23

0

0

0

0

67

1. Date(s) of payroll period used: 6/16-30/2015 (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 Karl WebsterTitle Administrative DirectorSignature Karl WebsterDate 6/23/2015Name of person to contact regarding this report Karl WebsterTitle Administrative DirectorAddress (Number and Street) 3722 Pinemont DriveCity and State Houston, TexasZip Code 77018Telephone No. (including area code and extension) 713.426.4545 Email address kwebster@tcsi.org

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE FOR FY2016

NAME OF FIRM: Everyday Life Inc

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)

Race/Ethnicity

Not-Hispanic or Latino

Job Categories	Hispanic or Latino		Not-Hispanic or Latino													TOTAL COL A-N
			Male							Female						
	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	0	0	7	0	0	0	0	2	0	0	1	0	0	10	
First/Mid Level Officials and Managers	1.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Professionals	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Technicians	3	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
Sales Workers	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Administrative Support Workers	5	0	0	1	0	0	0	0	2	0	0	0	0	0	3	
Craft Workers	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers and Helpers	8	0	0	17	0	0	0	0	12	0	0	0	0	0	29	
Service Workers	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	10	0	1	25	0	0	0	0	16	0	0	1	0	0	43	
PREVIOUS YEAR TOTAL	11	22	14	1	19	0	0	0	2	12	0	0	0	0	35	

Date(s) of payroll period used: 7th 22nd 13 monthly (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	X	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: Cedric Payton

Title: Director

Signature: Cedric Payton

Date: 08/31/2015

Name of person to contact regarding this report: Cedric Payton

Title: Director

Address: (Number and Street)

City and State: Bryan Texas

Zip Code 77808

Telephone No. (including area code and extension) 979-589-1885

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

NAME OF FIRM: Glen Mills Schools

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)

Race/Ethnicity

Job Categories		Hispanic or Latino		Not-Hispanic or Latino												TOTAL COL. A-N
				Male						Female						
		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	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
First/Mid-Level Officials and Managers	1.2	0	0	4	3	0	0	0	0	0	0	0	0	0	0	7
Professionals	2	3	1	236	132	1	0	0	3	29	8	0	1	0	1	415
Technicians	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Sales Workers	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	5	0	1	0	0	0	0	0	0	32	0	0	0	0	1	32
Craft Workers	6	0	0	18	0	0	0	0	0	0	0	0	0	0	0	18
Operatives	7	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Laborers and Helpers	8	0	0	13	7	0	0	0	1	0	0	0	0	0	0	21
Service Workers	9	0	1	19	24	0	0	0	1	18	9	0	1	0	1	74
TOTAL	10	3	2	293	166	1	0	0	5	79	17	0	2	0	2	570
PREVIOUS YEAR TOTAL	11	1	3	243	100	0	0	0	3	63	8	0	2	0	1	424

1. Date(s) of payroll period used: 9/13/2014-9/26/2014

(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.) **Child Residential Facility that services court adjudicated delinquent and dependent youth.**

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: Brian Wethey

Title Human Resource Manager

Signature

Date 6/26/15

Name of person to contact regarding this report: Brian Wethey

Title: Human Resource Manager

Address (Number and Street) Glen Mills Schools PO Box 5001

City and State Concordville, PA

Zip Code 19331

Telephone No. (including area code and extension) 610-459-8100

Email address
bwethey@glenmillschools.org

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

NAME OF FIRM: <u>Gulf Coast Trades Center</u>															
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)															
Race/Ethnicity															
Not-Hispanic or Latino															
Hispanic or Latino		Male								Female					TOTAL COL A-N
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			1											1
First/Mid-Level Officials and Managers	1.2	2		2	2		1		4						11
Professionals	2		1	5	6				5	2	1				20
Technicians	3			1					2	2					5
Sales Workers	4														
Administrative Support Workers	5		1	3					12	3					19
Craft Workers	6			4	2										6
Operatives	7														
Laborers and Helpers	8														
Service Workers	9	2	3	5	17				15	20		1			63
TOTAL	10	4	5	21	27		1		38	27	1	1			125
PREVIOUS YEAR TOTAL	11	2	3	16	19		0		29	26	0	0			95

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official Dale Underwood, Ed.D Title Executive Director Signature [Signature] Date 7-28-15

Name of person to contact regarding this report Dale Underwood Title Executive Director Address (Number and Street) 143 Forest Service Rd

City and State New Waverly TX 77358 Zip Code 77358 Telephone No. (including area code and extension) 936-344-7899 Email address dale.underwood@gctcw.org

All reports and information obtained from individual reports will be kept confidential as required by Section 709(a) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2011-080-5619 UPDATE FOR FY2016

NAME OF FIRM: Houston Serenity Place

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories		Hispanic or Latino		Not Hispanic or Latino											TOTAL COL. A-N
				Male						Female					
		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	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level officials and Managers	1.1				1					1	3				
First/Mid Level Officials and Managers	1.2		1	1						1	2				
Professionals	2			1	2						3		1		
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5	2	1												
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8	3	2		15						17				
Service Workers	9														
TOTAL	10	5	4	2	18					2	25		1		
PREVIOUS YEAR TOTAL	11	3	3	2	19					2	21		1		

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official	Rhonda FARRIS		Title Human Resource Manager
Name of person to contact regarding this report	Rhonda FARRIS		Title Human Resource Manager
City and State	Houston TEXAS		Zip Code 77091
			Telephone No. (including area code and extension) 713 691 5455
			Email address serenityrtc@ccp/

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE for FY2016

NAME OF FIRM: MINGUS MOUNTAIN ACADEMY

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.														
Job Categories		Number of Employees (Report employees in only one category)														
		Race/Ethnicity														
		Hispanic or Latino		Not-Hispanic or Latino							TOTAL COL. A-N					
				Male				Female								
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	1		5						2	1					9
First/Mid-Level Officials and Managers	1.2															
Professionals	2	1	3	9	2					18	1			1		35
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		2	5						24	1			1	1	34
Craft Workers	6			4												4
Operatives	7															
Laborers and Helpers	8															
Service Workers	9	3	7	16	3					34	10			3		76
TOTAL	10	5	12	39	5					78	13			5	1	158
PREVIOUS YEAR TOTAL	11	6	13	40	7			1		78	9	1		5	1	159

1. Date(s) of payroll period used: 06/28/15-07/11/15

(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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official Jose Toro		Title Human Resources Director	
Name of person to contact regarding this report Jose Toro		Title Human Resources Director	
City and State Prescott Valley, AZ		Zip Code 86315	Telephone No. (including area code and extension) 602 335-2060
		Email address hr@mimaaz.com	

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/eo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE FOR FY2016

NAME OF FIRM: Nexus recovery Center

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)

Race/Ethnicity

Not-Hispanic or Latino

Job Categories		Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL A-N	
		Male								Female						
		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			1						2						3
First/Mid-Level Officials and Managers	1.2			2			1			3	3		1			10
Professionals	2	1	6	1						15	5					28
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		2							1	5					8
Craft Workers	6															
Operatives	7										2					2
Laborers and Helpers	8															
Service Workers	9		8	2						11	27					48
TOTAL	10	1	16	6			1			32	42		1			99
PREVIOUS YEAR TOTAL	11		16	8	3					35	45		1			108

1. Date(s) of payroll period used: 07/19/2015

(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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	A. Rebecca Crowell	Title	Executive Director	Signature	A. Rebecca Crowell	Date	7/20/15
Name of person to contact regarding this report	A. Rebecca Crowell	Title	Executive Director	Address (Number and Street)	8733 La Prada Dr.		
City and State	Dallas, TX	Zip Code	75228	Telephone No.	217.321.0156 ext 2100	Email	bcrowell@nexusrecovery.org

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6070

UPDATE FOR FY2016

NAME OF FIRM: **Phoenix Houses of Texas, Inc.**

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)

Race/Ethnicity

Job Categories		Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL. A-N	
		Male						Female								
		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			1												1
Professionals	2		1	1	10		1	1	1	7	9		1		1	32
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9	1			1						1					3
TOTAL	10	1	1	2	11		1	1	1	7	10		1		1	36
PREVIOUS YEAR TOTAL	11	3	1	3	9		1	1	1	8	8		1		2	36

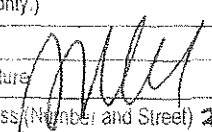
1. Date(s) of payroll period used: (Omit on the Consolidated Report.)

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Douglass A. Reed	Title	President	Signature		Date	6/25/15
Name of person to contact regarding this report	Callie Harvey	Title	Human Resources Generalist	Address (Number and Street)	2351 W. Northwest Hwy		3245
City and State	Dallas TX	Zip Code	75220	Telephone No. (including area code and extension)	214-520-1620	Email address	dreed@phoenixhouse.org

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/eeec1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE FOR FY2016

NAME OF FIRM: Rite of Passage, Inc.

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL
A-N

Job Categories		Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL A-N	
				Male						Female						
		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	0	0	11	0	0	0	0	1	3	0	0	0	0	0	15
First/Mid-Level Officials and Managers	1.2	9	1	27	21	0	0	0	3	23	7	0	0	0	2	93
Professionals	2	13	23	84	34	1	2	0	6	101	19	2	4	2	4	295
Technicians	3	2	2	7	2	0	0	0	1	4	0	0	0	0	1	19
Sales Workers	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	5	1	8	5	0	0	0	0	0	31	6	0	0	1	0	52
Craft Workers	6	10	0	5	0	0	1	1	0	1	0	0	0	0	0	18
Operatives	7	2	2	6	2	0	0	0	0	0	0	0	0	0	1	13
Laborers and Helpers	8	3	0	1	0	0	0	0	0	0	0	0	0	0	0	4
Service Workers	9	48	40	109	146	1	0	4	21	54	51	1	1	1	12	489
TOTAL	10	88	76	255	205	2	3	5	32	217	83	3	5	4	20	998
PREVIOUS YEAR TOTAL	11	79	62	258	179	1	3	6	28	194	55	2	6	3	16	892

1. Date(s) of payroll period used: 9/10/14-9/30/14 (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, life 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 Rick H. WrightTitle HUMAN RESOURCES DIRECTORSignature [Signature]Date 7/22/15Name of person to contact regarding this report Rick H. WrightTitle HUMAN RESOURCES DIRECTORAddress (Number and Street) 2500 Business Park #ACity and State WINDEN, NJZip Code 089423Telephone No. (Including area code and extension) 735-342-2635Email address rwright@rpa.com

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/eoofsurvey2007/instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

UPDATE for FY2016

RFP#: 2012-077-6080

NAME OF FIRM: 4M Youth Services Inc. DBA Rockdale Regional Juvenile Justice Center

5. Section D- EMPLOYMENT DATA

Job Categories	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)														
	Race/Ethnicity														
	Hispanic or Latino		Not-Hispanic or Latino							Female					TOTAL COL. A-N
	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			1	1						1					3
First/Mid Level Officials and Managers 1.2	1	2		1					1	2					7
Professionals 2		1	2						1	2					6
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5		1												2	3
Craft Workers 6			1												1
Operatives 7															
Laborers and Helpers 8	2	5	2	6					7	10					32
Service Workers 9															
TOTAL 10	3	9	6	8					9	15				3	52
PREVIOUS YEAR TOTAL 11	2	10	5	5				1	5	19					47

1. Date(s) of payroll period used: June6-June19, 2015

(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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official: Tia Garrett		Title: Facility Administrator	
Name of person to contact regarding this report: Tia Garrett		Title: Facility Administrator	
City and State: Rockdale, TX		Zip Code: 76567	Telephone No. (including area code and extension): 512-446-3930
		Email address: tia@njjc.com	
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

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6070

UPDATE for FY2016

NAME OF FIRM: Seton Home

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)

Race/Ethnicity

Job Categories		Hispanic or Latino		Not Hispanic or Latino											TOTAL COL A-N	
		Male	Female	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		1							3				1		5
First/Mid Level Officials and Managers	1.2		8							3			1	1		13
Professionals	2	1	9							4			1			15
Technicians	3															0
Sales Workers	4															0
Administrative Support Workers	5		10							4						14
Craft Workers	6	2														2
Operatives	7															0
Laborers and Helpers	8															0
Service Workers	9		36							3	5				3	47
TOTAL	10	3	64	0	0	0	0	0	0	17	5		2	2	3	96
PREVIOUS YEAR TOTAL	11	2	86	1	0	0	0	0	0	12	9	0	1	1	1	113

1. Date(s) of payroll period used: check date 09/12/2015 (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, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Residential Facility for Parenting/Pregnant Teens

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official Margaret Bonford

Title President's CEO

Signature Margaret Bonford Date 6/29/15

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

UPDATE for FY2016

RFP#: 2012-077-6080

NAME OF FIRM: Shamar Hope Haven Residential Treatment Center

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories		Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL. A-N	
				Male						Female						
		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				3						1					4
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	1			12						2					15
Service Workers	9															
TOTAL	10	1			15						3					19
PREVIOUS YEAR TOTAL	11				15					1	16					32

1. Date(s) of payroll period used: 30 and 31 of the month (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	<input checked="" type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official Sharon Evans		Title Executive Director	
Name of person to contact regarding this report Sharon Evans		Title Executive Director	
City and State Houston, Texas		Zip Code 77004	Telephone No. (including area code and extension) 713-942-8822
		Email address EvansSevans@aol.com	
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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-077-6080

UPDATE FOR FY2016

NAME OF FIRM: Shoreline, Inc.

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)

Race/Ethnicity

Not-Hispanic or Latino

TOTAL
COL.
A-N

Job Categories

Hispanic or Latino

Male

Female

Male

Female

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo or more
races

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo 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			1						1						2
First/Mid-Level Officials and Managers	1.2			2						1						3
Professionals / NSG	2	1	11	6						11	2					31
Technicians / Direct Care	3	21	12	6	1					8	1					49
Sales Workers	4															
Administrative Support Workers	5	1	6						1	4						12
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9	6	12	1												19
TOTAL	10	29	41	16	1				1	25	3					116
PREVIOUS YEAR TOTAL	11	24	51	15	4				1	26	2					123

1. Date(s) of payroll period used: 06-25-15 (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: Deborah Jenkins

Title Dir. Human Resources

Signature Deborah L. Jenkins

Date

Name of Person to Contact Regarding This Report: Deborah Jenkins

Title Dir. Human Resources

Address (Number and Street) 1220 Gregory Street

City and State Taft, TX

Zip Code 78390

Telephone No. (including area code and extension) 361-528-3356

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

ATTACHMENT 10

CONTRACT AMENDMENT DOCUMENTS FOR REVISION OF PREA LANGUAGE

<i>Vendor</i>	<i>Service Category</i>	<i>Page</i>
<i>Athletes for Change</i>	<i>Residential Treatment Center</i>	<i>2-5</i>
<i>Burke Foundation (Burke Center for Youth)</i>	<i>Residential Treatment Center</i>	<i>6-9</i>
<i>Center for Success and Independence</i>	<i>Residential Treatment Center</i>	<i>10-13</i>
	<i>Residential Drug Treatment</i>	
<i>Everyday Life</i>	<i>Residential Treatment Center</i>	<i>14-17</i>
<i>Glen Mills School</i>	<i>Vocation School</i>	<i>18-21</i>
<i>Gulf Coast Trades Center</i>	<i>Vocation School</i>	<i>22-25</i>
<i>Houston Serenity Place</i>	<i>Residential Treatment Center</i>	<i>26-29</i>
<i>Mingus Mountain Estates RTC</i>	<i>Residential Treatment Center</i>	<i>30-33</i>
<i>Nexus Recovery Center</i>	<i>Residential Drug Treatment</i>	<i>34-37</i>
<i>Pegasus Schools</i>	<i>Residential Treatment Center</i>	<i>38-41</i>
<i>Phoenix Houses of Texas</i>	<i>Residential Drug Treatment</i>	<i>42-45</i>
<i>Rite of Passage</i>	<i>Residential Treatment Center</i>	<i>46-49</i>
<i>Rockdale Regional Juvenile Justice Center</i>	<i>Residential Treatment Center</i>	<i>50-53</i>
<i>(4M Youth Services)</i>		
<i>Seton Home</i>	<i>Mother/Baby Program</i>	<i>54-57</i>
<i>Shamar Hope Haven</i>	<i>Residential Treatment Center</i>	<i>58-61</i>
	<i>Residential Drug Treatment</i>	
<i>Shoreline</i>	<i>Residential Treatment Center</i>	<i>62-65</i>
	<i>Residential Drug Treatment</i>	

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**ATHLETES FOR CHANGE
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

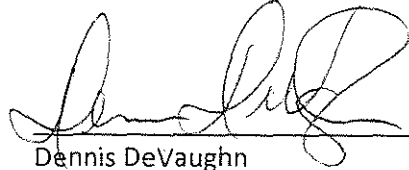
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

ATHLETES FOR CHANGE:


Dennis DeVaughn
President

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**BURKE CENTER FOR YOUTH (BURKE FOUNDATION)
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES


By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

BURKE CENTER FOR YOUTH
(BURKE FOUNDATION):



Jeanne Arnold
Interim Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
 - H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
 - I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
 - J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
 - K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
 - L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
 - M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
 - N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
 - O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.
- III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**CENTER FOR SUCCESS AND INDEPENDENCE
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

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III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

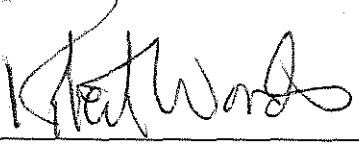
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

CENTER FOR SUCCESS AND INDEPENDENCE:



Robert Woods
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

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- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
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- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
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III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**EVERYDAY LIFE, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

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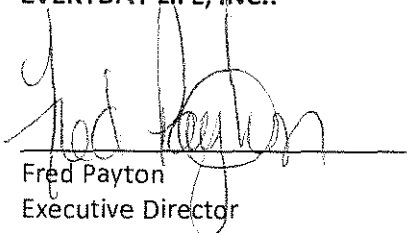
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

EVERYDAY LIFE, INC.:



Fred Payton
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

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I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
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- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
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III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**GLEN MILLS SCHOOLS
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

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By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES


By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

GLEN MILLS SCHOOLS:


Dr. Randy A. Ireson
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**GULF COAST TRADES CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

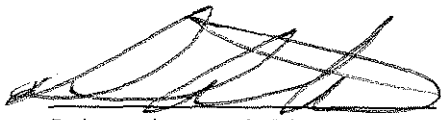
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

GULF COAST TRADES CENTER:


Dale Underwood, Ed.D.
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

- I. Obligations of Dallas County:
 - A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
 - B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.
- II. Obligations of the Contractor:
 - A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
 - B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
 - C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
 - D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
 - E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
 - F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 3

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**HOUSTON SERENITY PLACE RESIDENTIAL TREATMENT CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2011-1944 dated November 8, 2011, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 3, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 3 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the 'Prison Rape Elimination Act and the compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 3, the Original Contract as approved by Dallas County Commissioners Court Order No. 2011-1944 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

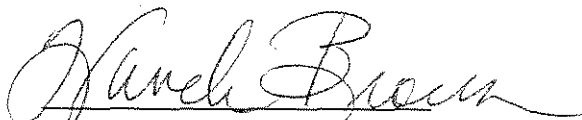
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 3 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

HOUSTON SERENITY PLACE
RESIDENTIAL TREATMENT CENTER:


Wanda F. Brown
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
 - H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
 - I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
 - J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
 - K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
 - L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
 - M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
 - N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
 - O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.
- III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**MINGUS MOUNTAIN ESTATES RESIDENTIAL CENTER, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

MINGUS MOUNTAIN ESTATES
RESIDENTIAL CENTER, INC.:

Clay Jenkins
Dallas County Judge

~~Michael McFarland~~ Vince Moser
Executive Director

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**NEXUS RECOVERY CENTER, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

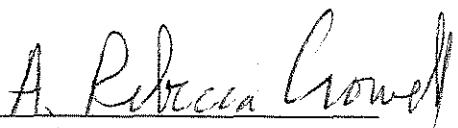
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

NEXUS RECOVERY CENTER:



A. Rebecca Crowell
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**PEGASUS SCHOOLS, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

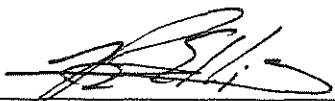
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

PEGASUS SCHOOLS, INC.:

Clay Jenkins
Dallas County Judge


Robert Ellis
Chief Executive Officer

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

- I. Obligations of Dallas County:
 - A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
 - B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.
- II. Obligations of the Contractor:
 - A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
 - B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
 - C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
 - D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
 - E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
 - F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

**CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR RESIDENTIAL SERVICES**

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**PHOENIX HOUSES OF TEXAS, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

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IV. ACCEPTANCES

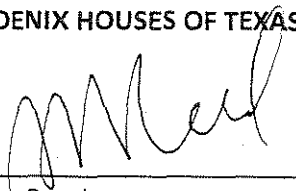
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

PHOENIX HOUSES OF TEXAS, INC.:



Doug Reed
Senior Vice President, Regional Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
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- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
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 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
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- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
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III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**RITE OF PASSAGE
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

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By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rate Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES


By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

RITE OF PASSAGE, INC:



Carolyn Jenkins-Bower
Chief Financial Officer

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

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- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
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 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
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III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**4M YOUTH SERVICES, INC.
DBA: ROCKDALE REGIONAL JUVENILE JUSTICE CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

4M YOUTH SERVICES, INC.

DBA: ROCKDALE REGIONAL JUVENILE JUSTICE CENTER

Clay Jenkins
Dallas County Judge


Tia Coleman-Garrett
Executive Director

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
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- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**SETON HOME
("CONTRACTOR")**

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EXECUTED IN QUADRUPPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

SETON HOME:

Clay Jenkins
Dallas County Judge

Tiffany Walker, MS, LPC-S, LCCA
Executive Director

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

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Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**SHAMAR HOPE HAVEN
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

SHAMAR HOPE HAVEN:

Sharon Evans
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

- I. Obligations of Dallas County:
 - A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
 - B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.
- II. Obligations of the Contractor:
 - A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
 - B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
 - C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
 - D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
 - E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
 - F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**SHORELINE, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2072 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to allow detailed clarification of the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2072 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

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Attachment A-4 ('Prison Rape Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning') of the Original Contract is revised to read according to the attachment.

IV. ACCEPTANCES

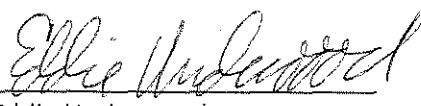
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

SHORELINE, INC.:



Eddie Underwood
~~Vice~~ President

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

Attachment A-4

Compliance with Prison Rape Elimination Act (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

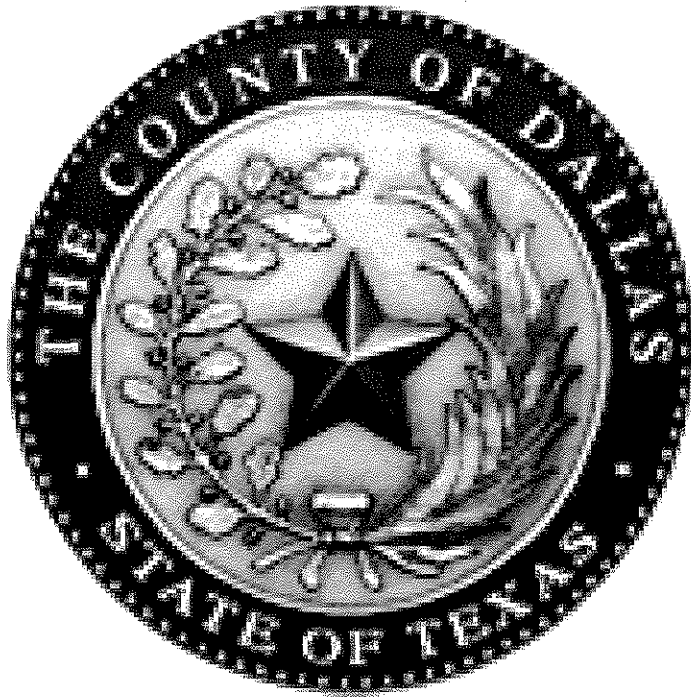
II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.

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- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.



ACTION 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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Continuation of Non-Residential Services Contracts for FY 2016

Background of Issue:

The Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth we serve. The Department began FY2015 with the renewal of nine (9) non-residential services contracts that were awarded under Request for Proposals (RFP) # 2011-073-5568 (Order Nos. 2011-087 and 2012-019) and RFP # 2012-078-6081 (Order No. 2012-090). The Juvenile Board authorized renewal of those contracts on August 25, 2015 (Order No. 2014-102). Subsequently, the Juvenile Board ratified the execution of three (3) new contracts for FY2015 under RFP # 2014-067-6449 (Order No. 2014-140). Currently, the Juvenile Department has a total of fourteen (14) non-residential, community based programs which it uses to serve youth involved in the juvenile justice system.

RFP # 2012-078-6081 included language which allows the contracts to be automatically renewed for three (3) additional twelve (12) month periods. RFP # 2011-073-5568 and 2014-067-6449 included language which allows those contracts to be automatically renewed for four (4) additional twelve (12) month periods. FY2016 is the final renewal year for contracts issued under RFP # 2012-078-06081 and RFP # 2011-073-5568. The final renewal year for contracts issued under RFP 2014-067-6449 is FY2019. It should be noted, the renewal of a contract is contingent upon the contractor meeting all contractual obligations and operating an effective program as determined by the Juvenile Department. The Juvenile Department has completed the FY2015 performance evaluation process. The outcome of that process is the basis for the Department's contract renewal recommendations for FY2016.

In addition, in an effort to ensure the safety and wellbeing of youth referred to non-residential contract programs, the Juvenile Department is implementing PREA related concepts to the programs along with compliance monitoring practices. This effort will allow for enhanced screening of program staff, formal tracking/reporting of sexual victimization incidents, specialized staff training and the education of program participants on prohibited behaviors and their rights as program participants. This effort requires an amendment to the existing non-residential services contract between Dallas County and the service providers.

The purpose of this briefing is to request authorization to renew the recommended non-residential services contracts for utilization in FY2016 and to request authorization to amend the contracts to include compliance and compliance monitoring of PREA standards and related Dallas County policies, as applicable.

*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

Contract Renewal Process:

Eleven (11) of the existing service providers were sent a letter which outlined the contract renewal process and required each provider to submit a 'Letter of Intent' to continue contracting with the Department. Contract renewal was not guaranteed, and renewal was contingent upon positive results received during the Juvenile Department's evaluation process and continued need for the service provided. All eleven (11) of those existing contractors responded indicating their intent to renew their contract for FY2016.

Vision Quest National (based in Downingtown, Pennsylvania) was awarded a contract under RFP # 2012-078-6081 for the provision of family preservation services. The vendor was given an opportunity to establish its program in Dallas County. However, the program never came to fruition. Thus, renewal of the contract for FY2016 is not recommended.

Evaluation Process and Performance Data:

The programs were evaluated based on the Juvenile Department's analysis of the performance outcome data for FY2015 and the outcome of fiscal audits and substantiated complaints and critical incidents occurring during the review period. Attachment One provides a detailed description of the evaluation criteria. Attachment Two provides a consolidated score sheet listing each existing contractor, the score for each criterion, and the final calculated score received by each contractor. Attachments Three (A-D) details the scoring for each criterion. Attachment Four (A) provides a three (3) year historical data comparison on total recidivism, successful discharge history and standard lengths of stay for each service category. Attachments Four (B-C) provides the statistical data extracted from the Department's TechShare system which was utilized to evaluate the contractor's performance. Attachments Five (A-B) provide data on the profile of the youth referred to the programs and the types of offenses related to the referrals.

A minimum evaluation score of seventy (70) points was required in order for the service provider to be considered for contract renewal for FY2016. The names of the service providers, their respective service category and final evaluation score for this process are provided below:

#	Service Providers	Service Categories	Total Evaluation Scores
1	Big Thought, Inc.	1. Art Education	74
2	Child & Family Guidance Centers	2. Family Preservation Program	73
3	Dallas Challenge, Inc.	3. Outpatient Substance Abuse Treatment	81
4	Family Place	4. Counseling Services	67
5	Goodwill Industries of Dallas	5. Alternative Education/GED	N/S
6	M.Y. G.I.R.L.S.	6. Mentor Services	79
7	Nexus Recovery Center	7. Outpatient Substance Abuse Treatment	N/S
8	North Texas Community Initiative	8. Mentor Services	N/S
9	Styles of Music Productions	9. Mentor services	75
10	Youth Advocate Programs, Inc.	10. Detention Alternative Programs	71
		11. Family Preservation Program	68
		12. Intensive Gang Intervention/Prevention Services	64

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

		13. Wraparound Services	61
11	Youth Conversion	14. Mentor Services	N/S

N/S = indicates programs not scored due to the program being new and/or underutilized during the review period.

Evaluation Results and Contract Renewal Recommendations:

The total evaluation scores for six (6) of the existing programs met or exceeded the required minimum score of 70 points. Four (4) of the existing programs were not scored in the evaluation process due to the programs being new and/or underutilized during the review period. Although, the remaining four (4) programs scored below the required minimum score, they are being recommended for contract award with a Corrective Action Plan (CAP) for FY2016 to address the areas of deficiency.

The performance of Youth Advocate Programs (YAP) improved under the FY2014 CAPs. However, the overall evaluation scores for each of the four (4) programs were greatly impacted by low scores (2 points out of 10 possible points) for the fiscal audit criterion. Contract Services will continue to work with the contractor to ensure continued improvements in regards to programmatic outcomes. However, a new CAP will be required to address the deficiencies related to the fiscal audit criterion. The new CAP will be approved and monitored for compliance by Budget Services. However, the contractor will remain on a probationary status until improved outcomes are noted. This will be the final year of contractual services if outcomes do not improve above the 70 threshold.

Performance Overview:

Prior to October 1, 2015, goals and objectives will be established for non-residential service providers for FY2016, using the performance data gathered during the evaluation process as a baseline. Service providers will be evaluated against this standard as part of the FY2016 evaluation process. Juvenile Department staff will provide technical assistance throughout FY2016 to ensure that the service providers understand the goals and objectives as well as the methods that will be used to evaluate their performance.

Impact on Operations and Maintenance:

Non-residential services are used for three (3) main populations: 1) youth who are released from Detention and allowed to return home while awaiting Court; 2) youth on probation who have a need for support services to improve their chances of successfully completing probation without needing placement; and 3) youth returning from residential placement whose aftercare plan indicates a need for support services.

The Contract Services Unit will continue to monitor these contracts, review the programs and evaluate their effectiveness. Field Probation Officers will refer youth to these 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.*

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

Legal Information:

The Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers has reviewed the contract renewal process, and determined that during renewal years it is not necessary to re-issue new contracts, and thus no signatures are required. Any fiscal or programmatic changes to existing contracts will be submitted to the Juvenile Board and Commissioners Court for review through a contract amendment process.

The contract amendment document was developed by the Juvenile Department's Contract Services division and is included in this brief as Attachment Seven. The document was reviewed by Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form. The contract amendment will require the signature of the Chairman of the Juvenile Board and the Dallas County Judge.

Financial Impact / Considerations:

Funding for non-residential contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). The Juvenile Department will also continue efforts to utilize North Star, Medicaid, third party insurance, and other community resources when available. This information has been reviewed and approved by Carmen Williams, Budget Supervisor.

Project Schedule Implementation:

The renewal process allows programming to continue without interruption. The Juvenile Department's Contract Services division facilitated that process and continues to provide technical assistance to resolve issues pertaining to service delivery and contract compliance. Each contractor will participate in an annual program audit during FY 2016.

M/WBE Information:

All of the service providers being recommended for contract renewal have submitted the required updated M/WBE information for FY2016. Dallas County's Minority Business Officer works directly with the contractors to ensure compliance in this area. M/WBE profile information on the recommended contractors is included in this briefing (Attachment Six).

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the existing non-residential services contracts with the listed providers on Attachment Two, for fiscal year 2016.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September, 2015 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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,** the existing contracts were awarded under Request for Proposals Nos: 2011-073-5568, 2012-078-6081 and 2014-067-6449; and
- WHEREAS,** the RFPs and the related contracts included language which allows for annual renewal of the contracts for four (2011-073-5568, 2014-067-6449) and three (2012-078-6081) additional twelve (12) month periods, without participating in an RFP process, if the provider met all contractual obligations and operated an effective program; and
- WHEREAS,** the Juvenile Department has completed its FY2015 non-residential services performance evaluation process; and
- WHEREAS,** an overall evaluation score of 70 points was required for each program in order for it to be considered for continuation in FY2016; and
- WHEREAS,** those programs that are recommended for renewal that did not meet the minimum evaluation score will be required to develop and implement a corrective action plan for FY2016; and
- WHEREAS,** funding for non-residential contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and
- WHEREAS,** the Juvenile Department requests authorization from the Juvenile Board to renew the existing non-residential services contracts listed below for FY2016; and

**Dallas County Juvenile Department
Non-Residential Services Contracts for FY2016**

VENDOR	SERVICE CATEGORY
1. Big Thought, Inc.	1. Arts Program
2. Child & Family Guidance Centers	2. Family Preservation Program
3. Dallas Challenge, Inc.	3. Substance Abuse Treatment
4. The Family Place	4. Counseling Services
5. Goodwill Industries of Dallas, Inc.	5. Alternative Education/GED
6. MY GIRLS, Inc.	6. Mentoring Program
7. Nexus Recover Center	7. Substance Abuse Treatment
8. North Texas Community Initiative, Inc.	8. Mentoring Program
9. Styles of Music Productions, Inc.	9. Mentoring Program
10. Youth Advocate Programs, Inc.	10. Gang Intervention / Prevention Services
	11. Wraparound Services
	12. Detention Alternative Program
	13. Family Preservation Program
11. Youth Conversion, Inc.	14. Mentoring Program

WHEREAS, the Juvenile Department requests authorization to amend the contracts to include compliance and compliance monitoring of PREA standards and related Dallas County policies, as applicable; 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 of Dallas County approves the request of the Dallas County Juvenile Department to renew the contracts listed above for the provision of non-residential, community-based services during FY2016.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Chairman of the Juvenile Board be authorized to sign the contract amendment documents on behalf of the Dallas County Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

ATTACHMENT ONE
Non-Residential Evaluation Process

Each contractor was evaluated in the following criteria. Total scores are available in Attachment Two.

1. Recidivism: Recidivism is based on the number of youth who received new referrals to the juvenile system after their date of enrollment into the contractor's program. Statistical data was extracted from the Juvenile Department's TechShare system on all youth successfully discharged from non-residential programs between January 1, 2014, and December 31, 2014. Utilization of this review period allowed for analysis of the program's impact on all successfully discharged cases at six (6) months post enrollment into the contract program.

The individual recidivism rate of each contractor was compared against the three (3) year historical average recidivism rate for the respective service category. The maximum possible score for this criterion was thirty-five (35) points.

2. Discharges: Data was extracted from TechShare on all youth enrolled in non-residential programs from July 1, 2014 through June 30, 2015. The statistical information is based on the type of release from the program as reported by the Contractor and verified by the assigned Probation Officer. Contractors classify discharges as being either: successful, unsuccessful, or neutral. The individual successful discharge rate of each contractor was compared against the three (3) year historical successful discharge rate for the respective service category. The maximum possible score for this criterion was twenty-five (25) points.

3. Length of Stay: Standard "lengths of stay" were assigned to each service category and contractors were evaluated based on their adherence to their respective standard. Scores were determined by computing the deviations between standard lengths of stay and actual lengths of stay. Contractors with an average length of stay equal to or less than the standard received the maximum score. A mean was established by calculating an average rate for overstay. Contractors whose average length of stay exceeded the standard were compared against this mean and scored on a twenty (20) point scale. The maximum possible score for this criterion is twenty (20) points.

4. Complaints: All complaints against the provider and subsequent investigations conducted by the Juvenile Department were reviewed for seriousness and resolution. Complaints that were substantiated by an investigation conducted by Juvenile Department staff received a weighted score. In addition, the corrective action taken by the contractor was taken into account. Moreover, consideration was given to repeated lower level complaints. The maximum possible score for this criterion is ten (10) points.

5. Fiscal Audit: Contract Services conducts fiscal audits on the non-residential contractors throughout the year. All findings of the audits were considered, including accuracy of billing statements, compliance with reporting and accountability requirements, adherence to contract specifications regarding frequency/level of program services; accuracy of support documentation for services delivered; maintenance of required insurance coverage, and actions taken to address issues/concerns, etc. The maximum possible score for this criterion is ten (10) points.

**ATTACHMENT TWO
CONSOLIDATED EVALUATION TABLE**

Service Categories/Contractors	Recidivism Rate (35 Points)	Discharge History (25 Points)	Avg. Length of Stay (20 Points)	Complaints & Critical Incidents (10 Points)	Fiscal Audit (10 Points)	Total Evaluation Score Poss. Points: 100	Recommended for Contract Renewal for FY2016? (Yes or No)
ART EDUCATIOIN PROGRAMS							
Big Thought	22	15	20	7	10	74	Yes
ALTERNATIVE EDUCATION/GED PROGRAMS							
Goodwill Industries Of Dallas	N/S	N/S	N/S	N/S	N/S	N/S	Yes
COUNSELING PROGRAMS							
The Family Place	18	11	20	10	8	67	Yes (with CAP)
DETENTION ALTERNATIVE PROGRAMS							
Youth Advocate Programs (DCAP)	22	17	20	10	2	71	Yes
FAMILY PRESERVATON PROGRAMS							
Child and Family Guidance Centers	26	12	20	10	5	73	Yes
Youth Advocate Programs	26	10	20	10	2	68	Yes (with CAP)
INTENSIVE GANG INTERVENT./PREVENT. PROGRAMS							
Youth Advocate Programs (DCAP)	17	15	20	10	2	64	Yes (with CAP)
MENTORING PROGRAMS							
MY GIRLS	27	12	20	10	10	79	Yes
North Texas Communitive Initiative	N/S	N/S	N/S	N/S	N/S	N/S	Yes
Styles of Music Productions	22	13	20	10	10	75	Yes
Youth Conversion	N/S	N/S	N/S	N/S	N/S	N/S	Yes
SUBSTANCE ABUSE TREATMENT PROGRAMS							
Nexus Recovery Center	N/S	N/S	N/S	N/S	N/S	N/S	Yes
Phoenix Proj - Dallas Challenge Subs Abuse Program	26	15	20	10	10	81	Yes
WRAPAROUND PROGRAMS							
Youth Advocate Programs (DCAP)	17	12	20	10	2	61	Yes (with CAP)

N/S = Not scored due to minimal or no performance data available due to the program being new or under-utilized.

CAP = Corrective Action Plan

ATTACHMENT THREE - A
SCORING: RATE OF RECIDIVISM

SERVICE CATEGORIES/CONTRACTORS	Total Number of Successful Discharges	Total Number of Recidivating Successful Discharges	Total Recidivism Rate	3 Year Average for Each Service Category	Recidivism Score (35 Points)
ART EDUCATIOIN PROGRAMS					
Big Thought	40	3	8%	10%	22
ALTERNATIVE EDUCATION/GED PROGRAMS					
Goodwill Industries Of Dallas	N/S	N/S	N/S	ND	N/S
COUNSELING PROGRAMS					
The Family Place	20	3	15%	15%	18
DETENTION ALTERNATIVE PROGRAMS					
Youth Advocate Programs	60	8	13%	17%	22
FAMILY PRESERVATON PROGRAMS					
Child and Family Guidance Centers	37	5	14%	27%	26
Youth Advocate Programs	37	5	14%		26
INTENSIVE GANG INTERVENT. / PREVENT. PROGRAMS					
Youth Advocate Programs	48	11	23%	17%	17
MENTORING PROGRAMS					
MY GIRLS	37	3	8%	18%	27
North Texas Community Initiative	N/S	N/S	N/S		N/S
Styles of Music Productions	90	13	14%		22
Youth Conversion	N/S	N/S	N/S		N/S
SUBSTANCE ABUSE TREATMENT PROGRAMS					
Nexus Recovery Center	N/S	N/S	N/S	9%	N/S
Phoenix Proj - Dallas Challenge Subs Abuse Program	21	1	5%		26
WRAPAROUND PROGRAMS					
Youth Advocate Programs	107	16	15%	12%	17

Note: Recidivism is measured as a new referral after the program start date. Neutral discharges are excluded from analysis.

N/S: Minimal or no performance data available due the the category or being new or under-utilized.

ATTACHMENT THREE-B
SCORING: RATE OF SUCCESSFUL DISCHARGE

SERVICE CATEGORIES/CONTRACTORS	# of Youth Discharged	# Successful Discharges	% Successful Discharges	3 Year Average for Each Service Category	Discharge History Score (25 Points)
ART EDUCATIOIN PROGRAMS					
Big Thought	61	44	72%	64%	15
ALTERNATIVE EDUCATION/GED PROGRAMS					
Goodwill Industries Of Dallas	N/S	N/S	N/S	50%	N/S
COUNSELING PROGRAMS					
The Family Place	16	9	56%	63%	11
DETENTION ALTERNATIVE PROGRAMS					
Youth Advocate Programs	201	156	78%	65%	17
FAMILY PRESERVATON PROGRAMS					
Child and Family Guidance Center	89	46	52%	54%	12
Youth Advocate Programs	53	22	42%		10
INTENSIVE GANG INTERVENT. / PREVENT. PROGRAMS					
Youth Advocate Programs	79	48	61%	53%	15
MENTORING PROGRAMS					
MY GIRLS	57	40	70%	71%	12
North Texas Community Initiative	N/S	N/S	N/S		N/S
Styles of Music Productions	149	108	72%		13
Youth Conversion	N/S	N/S	N/S		N/S
SUBSTANCE ABUSE TREATMENT PROGRAMS					
Nexus Recovery Center	N/S	N/S	N/S	47%	N/S
Phoenix Proj - Dallas Challenge Subs Abuse Program	35	20	57%		15
WRAPAROUND PROGRAMS					
Youth Advocate Programs	114	71	62%	66%	12

N/D = Minimal or no performance data available due to the category or program being new or under-utilized.

N/S = Not scored due to the program being new or under-utilized.

ATTACHMENT THREE-C
SCORING: AVERAGE LENGTH OF STAY (LOS) FOR SUCCESSFUL DISCHARGES

SERVICE CATEGORIES/CONTRACTORS	# of Youth Discharged	# Successful Discharges	Average LOS for Successful Discharges	Standard LOS for Each Service Category	Average LOS Evaluation Score (20 Points)
ART EDUCATIOIN PROGRAMS					
Big Thought	61	44	43	56	20
ALTERNATIVE EDUCATION/GED PROGRAMS					
Goodwill Industries Of Dallas	N/S	N/S	N/S	180	N/S
COUNSELING PROGRAMS					
The Family Place	16	9	93	98	20
DETENTION ALTERNATIVE PROGRAMS					
Youth Advocate Programs	201	156	50	As dictated by the juvenile court process.	20
FAMILY PRESERVATON PROGRAMS					
Child and Family Guidance Centers	89	46	113	120	20
Youth Advocate Programs	53	22	120		
INTENSIVE GANG INTERVENT./PREVENT. PROGRAMS					
Youth Advocate Programs	79	48	108	120	20
MENTORING PROGRAMS					
MY GIRLS	57	40	87	90	20
North Texas Communitive Initiative	N/S	N/A	N/S		N/S
Styles of Music Productions	149	108	89		20
Youth Conversion	N/S	N/A	N/S		N/S
SUBSTANCE ABUSE TREATMENT PROGRAMS					
Nexus Recovery Center	N/S	N/S	N/S		N/S
Phoenix Proj - Dallas Challenge Subs Abuse Program	35	20	88	180	20
WRAPAROUND PROGRAMS					
Youth Advocate Programs	114	71	90	120	20

N/D = Minimal or no performance data available due to the category or program being new or under utilized.

N/S = Not scored due gto the program being new or under-utilized.

N/A = Not scored as the LOS is dictated by the referring probation officer.

ATTACHMENT THREE-D
SCORING: COMPLAINTS / CRITICAL INCIDENTS AND FISCAL AUDITS

Service Category/Contractors
ART EDUCATIOIN PROGRAMS
Big Thought
ALTERNATIVE EDUCATION/GED PROGRAMS
Goodwill Industries Of Dallas
COUNSELING PROGRAMS
The Family Place
DETENTION ALTERNATIVE PROGRAMS
Youth Advocate Programs
FAMILY PRESERVATON PROGRAMS
Child and Family Guidance Center
Youth Advocate Programs
INTENSIVE GANG INTERVENT./PREVENT. PROGRAMS
Youth Advocate Programs
MENTORING PROGRAMS
MY GIRLS
North Texas Community Initiative
Styles of Music Productions
Youth Conversion
SUBSTANCE ABUSE TREATMENT PROGRAMS
Nexus Recovery Center
Phoenix Proj - Dallas Challenge Subs Abuse Programs
WRAPAROUND PROGRAMS
Youth Advocate Programs

Critical Complaints/Incidents Evaluation Score (10 Points)
7
N/S
10
10
10
10
10
10
N/S
10
N/S
N/S
10
10

Fiscal Audits Evaluation Score (10 Points)
10
N/S
8
2
5
2
2
10
N/S
10
N/S
N/S
10
2

ATTACHMENT FOUR - A

THREE YEAR HISTORICAL DATA FROM THE TECHSHARE SYSTEM

Service Categories / Contractors
ALTERNATIVE EDUCATION/ GED PROGRAMS
Goodwill Industries of Dallas
ARTS PROGRAMS
Big Thought, Inc.
COUNSELING SERVICES
The Family Place
DETENTION ALTERNATIVE PROGRAMS
Eckerd Youth Alternatives
Southwest Key Programs
Youth Advocate Programs
FAMILY PRESERVATION PROGRAMS
Child & Family Guidance Centers
Providence of Texas
Youth Advocate Programs
Youth Villages
GANG INTERVENTION/PREVENTION PROGRAMS
Vision Regeneration
Youth Advocate Programs
INTERMEDIATE SANCTIONS - WEEKEND
Dallas Challenge - Phoenix Project
MENTORING PROGRAMS
MY GIRLS
Styles of Music Productions
Youth Conversion
SUBSTANCE ABUSE TREATMENT PROGRAMS
Addicare Group of Texas
Dallas Challenge - Phoenix Project
Phoenix Houses of Texas
Southwest Behavioral Systems
WRAPAROUND PROGRAMS
Youth Advocate Programs
TOTAL AVERAGES
THREE YEAR AVERAGES

Total Recidivism Rate		
2012	2013	2014
X	ND	ND
10%	9%	12%
17%	19%	10%
12%	17%	X
21%	15%	X
*	ND	18%
*	ND	31%
11%	13%	X
22%	18%	86%
10%	X	X
19%	X	X
24%	9%	14%
ND	6%	1%
*	ND	ND
13%	13%	15%
25%	22%	X
11%	13%	X
0%	12%	8%
X	X	X
8%	X	X
9%	12%	16%
14%	14%	21%
16%		

Successful Discharge Rate		
2012	2013	2014
X	ND	50%
76%	46%	71%
58%	56%	74%
63%	71%	X
71%	72%	X
*	ND	48%
*	ND	41%
54%	56%	X
57%	53%	53%
67%	X	X
13%	X	X
67%	62%	70%
ND	89%	X
*	ND	73%
68%	67%	76%
65%	74%	X
34%	X	X
47%	61%	48%
X	X	X
45%	X	X
59%	64%	74%
56%	64%	62%
61%		

Length of Stay for Successful Discharges		
2012	2013	2014
X	ND	146
51	46	45
99	91	96
57	60	X
64	68	X
*	ND	7
*	ND	126
114	114	X
114	118	118
111	X	X
102	X	X
88	89	88
ND	10	8
*	ND	83
88	86	88
88	91	X
119	X	X
86	83	84
X	X	X
133	X	X
90	85	86
94 days	78 days	81 days
84 days		

* = Reporting period is prior to the program's inception. ND = Performance data not available. X = Contract term ended.

ATTACHMENT FOUR - B

DISCHARGE DATA FROM THE TECHSHARE SYSTEM

REVIEW PERIOD: July 1, 2014 - June 30, 2015

Service Categories / Contractors	Total Dischg.	Successful Discharges			Unsuccessful Discharges			Neutral Discharges (<=30 days or Administrative)		
		#	%	ALOS	#	%	ALOS	#	%	ALOS
ART EDUCATION PROGRAMS										
Big Thought	61	44	72%	42.6	9	15%	31.0	8	13%	20.0
ALTERNATIVE EDUCATION/GED PROGRAMS										
Goodwill Industries Of Dallas	2	0	0%	0.0	0	0%	0.0	2	100%	16.0
COUNSELING PROGRAMS										
The Family Place	16	9	56%	92.9	7	44%	69.4	0	0%	0.0
DETENTION ALTERNATIVE PROGRAMS										
Youth Advocate Programs	201	156	78%	50.0	40	20%	47.5	5	2%	6.0
FAMILY PRESERVATION PROGRAMS										
Child and Family Guidance Centers	89	46	52%	113.3	26	29%	82.7	17	19%	24.1
Youth Advocate Programs	53	22	42%	120.0	18	34%	76.1	13	25%	23.4
INTENSIVE GANG INTERV./PREVENT PRIORGRAMS										
Youth Advocate Programs	79	48	61%	107.7	25	32%	65.9	6	8%	34.5
MENTORING PROGRAMS										
MY GIRLS	57	40	70%	87.4	9	16%	42.9	8	14%	26.9
North Texas Community Initiative	9	6	67%	90.8	1	11%	36.0	2	22%	44.0
Styles Of Music Productions	149	108	72%	88.5	26	17%	53.3	15	10%	25.0
Youth Conversion	6	6	100%	90.7	0	0%	0.0	0	0%	0.0
SUBSTANCE ABUSE TREATMENT										
Nexus Recovery Center	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D
Phoenix Proj - Dallas Challenge Subs Abuse Program	35	20	57%	87.5	9	26%	56.6	6	17%	22.2
WRAPAROUND PROGRAMS										
Youth Advocate Programs	114	71	62%	90.3	20	18%	64.3	23	20%	14.1
TOTAL/AVERAGE										

N/D = Minimal or no performance data available due to the program being new or under-utilized.

ATTACHMENT FOUR-C

RECIDIVISM DATA FROM THE TECHSHARE SYSTEM

REVIEW PERIOD: JANUARY 1, 2014 - DECEMBER 31, 2014

Service Categories / Contractors	Recidivism <=30 days			Recidivism <= 90 days			Recidivism <= 6 months							
	Total			Total			Total			New offenses		VOP		
	Discharge	#	%	Discharge	#	%	Discharge	#	%	#	%	#	%	
ART EDUCATIOIN PROGRAMS														
Big Thought	40	3	8%	40	10	25%	40	11	28%	8	20%	3	8%	
ALTERNATIVE EDUCATION/GED PROGRAMS														
Goodwill Industries Of Dallas	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	
COUNSELING PROGRAMS														
The Family Place	20	2	10%	20	2	10%	20	3	15%	0	0%	3	15%	
DETENTION ALTERNATIVE PROGRAMS														
Youth Advocate Programs	60	8	13%	60	12	20%	60	16	27%	14	23%	2	3%	
FAMILY PRESERVATON PROGRAMS														
Child and Family Guidance Centers	37	3	8%	37	4	11%	37	5	14%	4	11%	1	3%	
Youth Advocate Programs	37	4	11%	37	4	11%	37	5	14%	3	8%	2	5%	
INTENSIVE GANG INTERVENT./PREVENT. PROGRAMS														
Youth Advocate Programs	48	6	13%	48	10	21%	48	11	23%	7	15%	4	8%	
MENTORING PROGRAMS														
MY GIRLS	37	2	5%	37	3	8%	37	3	8%	1	3%	2	5%	
North Texas Community Initiative	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	
Styles of Music Productions	90	9	10%	90	12	13%	90	13	14%	10	11%	3	3%	
Youth Conversion	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	
SUBSTANCE ABUSE TREATMENT PROGRAMS														
Nexus Recovery Center	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	
Phoenix Proj - Dallas Challenge Subs Abuse Program	21	0	0%	21	0	0%	21	1	5%	1	5%	0	0%	
WRAPAROUND PROGRAMS														
Youth Advocate Programs	107	8	7%	107	12	11%	107	16	15%	12	11%	4	4%	
TOTAL/AVERAGES:														

N/D = Minimal or no performance data available due to the program being new or under-utilized.

N/A = No available data for report peiorid.

ATTACHMENT FIVE - A
ADMISSIONS DATA FROM THE TECHSHARE SYSTEM
REVIEW PERIOD: JULY 1, 2014 - JUNE 30, 2015

Admissions 7/1/2014 - 6/30/2015										
ProgramName	# Enroll	Avg. Age at Enroll.	Avg. Age at 1st Referral	Avg. # of prior refs	% African American	% Hispanic	% Caucasian	% Other	% Males	% Females
ART EDUCATIOIN PROGRAMS										
Big Thought	49	15.2	13.9	1.1	59%	27%	14%	0%	88%	12%
ALTERNATIVE EDUCATION/GED PROGRAMS										
Goodwill Industries Of Dallas	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D
COUNSELING PROGRAMS										
The Family Place	17	15.8	14.29	1.4	12%	76%	12%	0%	100%	0%
DETENTION ALTERNATIVE PROGRAMS										
Youth Advocate Programs	224	14.6	13.92	1.0	57%	36%	7%	0%	79%	21%
FAMILY PRESERVATON PROGRAMS										
Child and Family Guidance Centers	84	14.9	13.67	1.5	43%	49%	8%	0%	76%	24%
Youth Advocate Programs	38	15.1	13.42	2.5	53%	42%	5%	0%	66%	34%
INTENSIVE GANG INTERVENT./PREVENT. PROGRAMS										
Youth Advocate Programs	72	15.7	14.17	1.8	38%	58%	4%	0%	100%	0%
MENTORING PROGRAMS										
MY GIRLS	52	15.3	13.5	2.2	48%	48%	4%	0%	0%	100%
North Texas Community Initiative	18	14.6	13.67	1.5	33%	50%	17%	0%	100%	0%
Styles of Music Productions	128	15.1	13.8	1.5	60%	34%	5%	1%	97%	3%
Youth Conversion	17	15.1	13.7	0.8	71%	24%	6%	0%	88%	12%
SUBSTANCE ABUSE TREATMENT PROGRAMS										
Nexus Recovery Center	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D
Phoenix Proj - Dallas Challenge Subs Abuse Program	30	16.4	14.27	2.9	27%	60%	13%	0%	83%	17%
WRAPAROUND PROGRAMS										
Youth Advocate Programs	89	16.0	14.29	1.8	62%	34%	3%	1%	83%	17%
TOTAL/AVERAGE										

N/D: No data available due the the category being new or under-utilized.

ATTACHMENT FIVE - B
REFERRAL OFFENSE DATA FROM THE TECHSHARE SYSTEM
REVIEW PERIOD: JULY 1, 2014 - JUNE 30, 2015

Service Categories / Contractors	# Enrolled	% Felony Person	% Felony Property	% Misd. Person	% Misd. Property	% Probation Violation	% Contempt	% CINS
ART EDUCATION PROGRAMS								
Big Thought	49	28.6%	30.6%	20.4%	14.3%	2.0%	2.0%	2.0%
ALTERNATIVE EDUATION/GED PROGRAMS								
Goodwill Industries Of Dallas	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D
COUNSELING PROGRAMS								
The Family Place	17	23.5%	11.8%	47.1%	11.8%	0.0%	0.0%	5.9%
DETENTION ALTERNATIVE PROGRAMS								
Youth Advocate Programs	224	38.4%	32.6%	12.1%	12.5%	0.4%	1.3%	2.7%
FAMILY PRESERVATION PROGRAMS								
Child and Family Guidance Centers	84	25.0%	22.6%	23.8%	21.4%	1.2%	0.0%	6.0%
Youth Advocate Programs	38	31.6%	23.7%	7.9%	23.7%	0.0%	2.6%	10.5%
INTENSIVE GANG INTERV. / PREVENT. PROGRAMS								
Youth Advocate Programs	72	22.20%	48.6%	5.6%	23.6%	0.0%	0.0%	0.0%
MENTORING PROGRAMS								
MY GIRLS	52	23.1	13.5%	19.2%	19.2%	0.0%	15.4%	9.6%
North Texas Community Initiative	18	33.3%	44.4%	0.0%	22.2%	0.0%	0.0%	0.0%
Styles Of Music Productions	128	21.9%	43.0%	9.4%	22.7%	0.0%	1.6%	1.6%
Youth Conversion	17	29.4%	35.3%	17.6%	17.6%	0.0%	0.0%	0.0%
SUBSTANCE ABUSE TREATMENT								
Nexus Recovery Center	N/D	N/D	N/D	N/D	N/D	N/D	N/D	N/D
Phoenix Proj - Dallas Challenge Subs Abuse Program	30	20.0%	36.7%	13.3%	16.7%	3.3%	3.3%	6.7%
WRAPAROUND PROGRAMS								
Youth Advocate Programs	89	29.2%	31.5%	13.5%	22.5%	1.1%	0.0%	2.2%
TOTAL/AVERAGE								

N/D = No data available due to the program being new or under-utilized.

ATTACHMENT SIX

VENDOR PROFILE INFORMATION

EEO-1 Forms

(Updated for FY2016)

<i>Vendor</i>	<i>Service Category</i>	<i>Page</i>
<i>Big Thought</i>	<i>Art Education Program</i>	<i>2</i>
<i>Child and Family Guidance Centers</i>	<i>Family Preservation Programs</i>	<i>3</i>
<i>Dallas Challenge</i>	<i>Outpatient Substance Abuse Treatment</i>	<i>4</i>
<i>Family Place</i>	<i>Counseling Services</i>	<i>5</i>
<i>Goodwill Industries of Dallas</i>	<i>Alternative Ed./GED Programs</i>	<i>6</i>
<i>MY GIRLS</i>	<i>Mentor Services</i>	<i>7</i>
<i>Nexus Recovery Center</i>	<i>Outpatient Substance Abuse Treatment</i>	<i>8</i>
<i>North Texas Community Initiative</i>	<i>Mentor Services</i>	<i>9</i>
<i>Styles of Music Productions</i>	<i>Mentor Services</i>	<i>10</i>
<i>Youth Advocate Programs</i>	<i>Detention Alternative Programs</i>	<i>11</i>
<i>Youth Advocate Programs</i>	<i>Family Preservation Programs</i>	<i>12</i>
<i>Youth Advocate Programs</i>	<i>Intensive Gang Intervention/Prevention Services</i>	<i>13</i>
	<i>Wraparound Services</i>	
<i>Youth Conversion</i>	<i>Mentor Services</i>	<i>14</i>

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2011-073-5568

UPDATE FOR FY2016

NAME OF FIRM: Big Thought

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												
				Male						Female						
		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			4				1	8	3				1	17	
First/Mid-Level Officials and Managers	1.2	1	4	1	2				7	9		1			25	
Professionals	2		2	2	1				5	2					12	
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		1	1					2	1					5	
Craft Workers	6				1										1	
Operatives	7															
Laborers and Helpers	8	1	3	1						3					8	
Service Workers	9	13	32	4	13				9	33				1	105	
TOTAL	10	15	42	13	17			1	31	51		1		2	123	
PREVIOUS YEAR TOTAL	11	7	31	14	7			1	25	26		1		3	115	

1. Date(s) of payroll period used: 6-15-2015 (Only 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, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Non-profit that facilitates and manages creative learning programs

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official	Addie Johnson	Title	Senior Director, Human Resources
Name of person to contact regarding this report	Addie Johnson	Title	Senior Director, Human Resources
City and State	Dallas, Texas	Zip Code	75215
		Telephone No. (including area code and extension)	214-520-0023
		Email address	addie.johnson@bigthought.org

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/employees/survey2007instructions.cfm> / Appendix 4, Race and Ethnic Identification / and Appendix 5, Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2011-073-5568

UPDATE FOR FY2016

NAME OF FIRM: Child and Family Guidance Centers

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												
				Male						Female						
		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			2	1					3						
First/Mid-Level Officials and Managers	1.2			1					1							
Professionals	2	2	9	1	4		1		16	9		1				
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		9	1						5						
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10	2	18	5	5	2	1	2	2	20	14	2	1	6		
PREVIOUS YEAR TOTAL	11	1	15	8	6	1	2	2	2	28	12	2	1	2		

1. Date(s) of payroll period used: 5/26/15 - 06/08/15 (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 castings, 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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official David E. Kemp Title Director of Human Resources Signature David E. Kemp Date 6-15-05

Name of person to contact regarding this report David E. Kemp Title Director of Human Resources Address (Number and Street) 8915 Harry Hines

City and State Dallas, TX Zip Code 75235 Telephone No. (including area code and extension) 972 456-5562 Email address dkemp@childandfamily.org

All reports and information obtained from individual reports will be kept confidential as required by Section 709(a) 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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2011-073-5568

UPDATE FOR FY2016

NAME OF FIRM: DALLAS CHALLENGE.ORG

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)

Race/Ethnicity

Job Categories		Hispanic or Latino		Not Hispanic or Latino											TOTAL COL. A-N	
				Male						Female						
		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		1								2					3
First/Mid-Level Officials and Managers	1.2									2	3					5
Professionals	2	3	4	3	8					2	3					23
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		5													5
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10	3	10	3	8	0	0	0	0	4	8	0	0	0	0	36
PREVIOUS YEAR TOTAL	11	3	9	1	7	0	0	0	0	8	8	0	0	0	0	36

1. Date(s) of payroll period used: June 15, 2015

(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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official: Tim James		Title: President/CEO	
Name of person to contact regarding this report: Tim James		Title: President/CEO	
City and State: Dallas, Texas		Zip Code: 75230	Telephone No. (including area code and extension): 972-566-4688
		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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

UPDATE for FY2016

RFP#: 2011-073-5568

NAME OF FIRM: Family Place

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)

Race/Ethnicity

Job Categories		Not-Hispanic or Latino														TOTAL COL. A-N
		Hispanic or Latino		Male							Female					
		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	0	0	0	0	0	0	0	0	8	2	0	0	0	0	10
First/Mid-Level Officials and Managers	1.2	1	1	0	0	0	0	0	0	6	6	0	0	0	1	15
Professionals	2	1	14	2	2	0	0	0	1	17	28	0	3	0	3	69
Technicians	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	4	0	1	2	0	0	0	0	0	1	2	0	0	0	0	6
Administrative Support Workers	5	0	5	0	0	0	0	0	0	3	5	0	0	0	0	13
Craft Workers	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	7	1	0	1	2	0	0	0	0	0	0	0	0	0	0	4
Laborers and Helpers	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	9	0	6	0	3	0	0	0	0	1	12	0	0	0	0	22
TOTAL	10	3	27	3	7	0	0	0	1	36	55	0	3	0	4	139
PREVIOUS YEAR TOTAL	11	4	29	3	6	0	0	0	2	37	56	0	3	0	3	141

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.) Non-profit Domestic Violence**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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official: Paige Flink,		Title: CEO	
Name of person to contact regarding this report: Julie Hill		Title: HR/Payroll Coordinator	
City and State: Dallas, TX		Zip Code: 75209	Telephone No. (including area code and extension) 214-443-7717
		Email address: jhill@familyplace.org	

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/eo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-078-6081

UPDATE FOR FY2016

NAME OF FIRM: Goodwill Industries of Dallas, Inc.

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.													
Job Categories		Number of Employees (Report employees in only one category)													
		Race/Ethnicity													
		Hispanic or Latino		Not-Hispanic or Latino							TOTAL COL. A-N				
				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	2	3						2	1		2			10
First/Mid-Level Officials and Managers	1.2	1	8	6	4				9	7					35
Professionals	2	1	1	3					3	3		1			12
Technicians	3		2	1											3
Sales Workers	4	7	16	8	19				23	35		4		1	113
Administrative Support Workers	5	1	2	1					2	4	1				11
Craft Workers	6	1								1					2
Operatives	7	4	1	12					1	5					23
Laborers and Helpers	8	29	21	20	119		1		10	88					288
Service Workers	9	1	1							2					4
TOTAL	10	43	49	43	160	0	0	1	0	50	146	1	7	0	501
PREVIOUS YEAR TOTAL	11	50	53	42	165	0	1	2	0	42	137	0	7	0	500

1. Date(s) of payroll period used: July 06-July 19, 2014 (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.) Vocational Rehabilitation; Job Training and Employment Services

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official: Rodney K. Ginther		Title: President	
Name of person to contact regarding this report: Malti Ayyr		Title: Vice President, Human Resources	
City and State: Dallas, Texas 75212		Zip Code: 75212	Telephone No. 214.638.2800 x125
		Email address: mayyr@goodwilldallas.org	

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

NAME OF FIRM:

MY GIRLS

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)

Race/Ethnicity

Not-Hispanic or Latino

Job Categories

Hispanic or Latino

Male

Female

TOTAL
COL.
A-N

Male

Female

White

Black or
African
AmericanNative
Hawaiian or
Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo or more
races

White

Black or
African
AmericanNative
Hawaiian
or Other
Pacific
Islander

Asian

American
Indian or
Alaska
NativeTwo 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: 1st & 15th of each month (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 Robin Wheeler

Title Executive Director

Signature Rob. Wheeler

Date 6/26/2015

Name of person to contact regarding this report Robin Wheeler

Title Executive Director

Address (Number and Street) 43415 Hampton Rd.

City and State Dallas, TX 75232 Ste 128

Zip Code 75232

Telephone No. (Including area code and extension) 469-331-3183

Email address MyGirlzInc@gmail.com

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/eeo1survey2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2014-067-6449

UPDATE FOR FY2016

NAME OF FIRM: Nexus recovery Center																
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)																
Race/Ethnicity																
Job Categories		Hispanic or Latino		Not-Hispanic or Latino										TOTAL COL. A-N		
				Male						Female						
		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				1						2						3
First/Mid-Level Officials and Managers 1.2				2			1			3	3		1			10
Professionals 2		1	6	1						15	5					28
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5			2							1	5					8
Craft Workers 6																
Operatives 7											2					2
Laborers and Helpers 8																
Service Workers 9			8	2						11	27					48
TOTAL 10		1	16	6			1			32	42		1			99
PREVIOUS YEAR TOTAL 11			16	8	3					35	45		1			108
1. Date(s) of payroll period used: 07/19/2015 (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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
		2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official A. Rebecca Crowell						Title Executive Director				Signature <i>A. Rebecca Crowell</i>				Date 7/21/15		
Name of person to contact regarding this report A. Rebecca Crowell						Title Executive Director				Address (Number and Street) 8733 La Prada Dr.						
City and State Dallas, TX						Zip Code 75228				Telephone No. 217.321.0156 ext 2100				Email bcrowell@nexusrecovery.org		
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/eo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

NAME OF FIRM: North Texas Community Initiative, Inc.

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												
			Male						Female						
	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			1							1					2
First/Mid-Level Officials and Managers 1.2															
Professionals 2	1			2						2					5
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5															
Craft Workers 6															
Operatives 7															
Laborers and Helpers 8															
Service Workers 9															
TOTAL 10	1		1	2						3					7
PREVIOUS YEAR TOTAL 11			1							1					2

1. Date(s) of payroll period used: 30th of each month 6/30/15 (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 castings, 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.) Youth Mentoring

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official James Garner, Ph.D.		Title Executive Director	
Name of person to contact regarding this report James Garner, Ph.D.		Title Executive Director	
City and State Dallas, Texas		Zip Code 75228	Telephone No. (including area code and extension) 214 680 5553
		Email address jgarner@ntxci.org	
Date 07/21/2015		Address (Number and Street) 8035 ERL Thornton, Ste.300	

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

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-078-6081

UPDATE FOR FY2016

NAME OF FIRM: Styles of Music Productions																
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)																
Race/Ethnicity																
Not-Hispanic or Latino																
TOTAL COL. A-N																
Job Categories		Hispanic or Latino		Male						Female						
		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	1			1											2
First/Mid-Level Officials and Managers	1.2		1								1					2
Professionals	2															
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		2								2					4
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10	1	3		1						3					8
PREVIOUS YEAR TOTAL	11				1	1					2					4

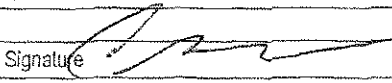
1. Date(s) of payroll period used: August 15, 2015 (Omit on the Consolidated Report.)

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: Cedric L. Goodman	Title: Executive Director	Signature: 	Date: 08/31/2015
Name of person to contact regarding this report: Cedric L. Goodman	Title: Executive Director	Address (Number and Street): 4607 Village Fair, Suite 321	
City and State: Dallas, Texas	Zip Code: 75224	Telephone No. (including area code and extension): 214-597-8559	Email address: cedgoodman@sbcglobal.net

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

VAP/DAP

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2012-078-6081

UPDATE FOR FY2016

NAME OF FIRM: Dallas County Advocate Program #95

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)

Race/Ethnicity

Job Categories		Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL. A-N	
		Male	Female	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		1													1
First/Mid-Level Officials and Managers	1.2										3					3
Professionals	2	2	1		5						13					21
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10	2	2		5						16					25
PREVIOUS YEAR TOTAL	11	2	4		6						12					24

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	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official	<u>Veronica Beams</u>		Title <u>Interim Director</u>
Name of person to contact regarding this report	<u>V. Beams</u>		Title <u>Interim Director</u>
City and State	<u>Dallas TX</u>		Zip Code <u>75235</u>
		Telephone No. (including area code and extension)	<u>214-821-9454</u>
		Email address	<u>Vbeams@vapinc.org</u>

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/employees/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

NAME OF FIRM: Youth Advocate Programs; FPP

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)

Race/Ethnicity

Not-Hispanic or Latino

Job Categories

Hispanic or Latino

Male

Female

TOTAL
COL.
A-N

		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	1														1
First/Mid-Level Officials and Managers	1.2			1												1
Professionals	2	1			1					1	4					7
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5		2													2
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.) Counseling

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 Kevin A. RosadoTitle Executive Program DirectorSignature Kevin A. RosadoDate 4/9/15Name of person to contact regarding this report Tosh MunkobyTitle Executive Assistant Program DirectorAddress (Number and Street) 1545 W. LockingbirdCity and State Dallas, TXZip Code 75285

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

FPP

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2011-073-5568

UPDATE FOR FY2016

NAME OF FIRM: Dallas County Advocate Program #95

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													
			Male						Female							
	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		1													1	
First/Mid-Level Officials and Managers 1.2										3					3	
Professionals 2	2	1		5						13					21	
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5																
Craft Workers 6																
Operatives 7																
Laborers and Helpers 8																
Service Workers 9																
TOTAL 10	2	2		5						16					25	
PREVIOUS YEAR TOTAL 11	2	4		6						12					24	

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, life 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 Veronica BeansTitle Interim DirectorSignature [Signature]

Date

Name of person to contact regarding this report V. BeansTitle Interim Director

Address (Number and Street)

City and State Dallas, TXZip Code 75235Telephone No. (including area code and extension) 214 621-9001Email address vbeans@yapinc.org

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/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract). RFP#: 2014-067-6449 UPDATE FOR FY2016

NAME OF FIRM: Youth Conversion, Inc.

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)

Race/Ethnicity

Job Categories

Hispanic or Latino		Not-Hispanic or Latino												TOTAL COL. A-N
		Male						Female						
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
									1					
			1											
			3						3					

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 Lakerrie Owens Title Executive Director Signature Lakerrie Owens Date 7/20/15
 Name of person to contact regarding this report Lakerrie Owens Title Executive Director Address (Number and Street) 747 Armon Dr.
 City and State Dallas, TX Zip Code 75211 Telephone No. (including area code and extension) 972-7123 Email address youthconversion@gmail.com

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

Email youthconversion@gmail.com

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September, 2015 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to

wit:	Name	Name	Name
	Name	Name	Name
	Name	Name	Name

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, the existing contracts were awarded under Request for Proposals Nos: 2011-073-5568, 2012-078-6081 and 2014-067-6449; and

WHEREAS, the RFPs and the related contracts included language which allows for annual renewal of the contracts for four (2011-073-5568, 2014-067-6449) and three (2012-078-6081) additional twelve (12) month periods, without participating in an RFP process, if the provider met all contractual obligations and operated an effective program; and

WHEREAS, the Juvenile Department has completed its FY2015 non-residential services performance evaluation process; and

WHEREAS, an overall evaluation score of 70 points was required for each program in order for it to be considered for continuation in FY2016; and

WHEREAS, those programs that are recommended for renewal that did not meet the minimum evaluation score will be required to develop and implement a corrective action plan for FY2016; and

WHEREAS, funding for non-residential contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); 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; and

WHEREAS, the Juvenile Department requests authorization from the Juvenile Board to renew the existing non-residential services contracts listed below for FY2016; and

**Dallas County Juvenile Department
Non-Residential Services Contracts for FY2016**

VENDOR	SERVICE CATEGORY
1. Big Thought, Inc.	1. Arts Program
2. Child & Family Guidance Centers	2. Family Preservation Program
3. Dallas Challenge, Inc.	3. Substance Abuse Treatment
4. The Family Place	4. Counseling Services
5. Goodwill Industries of Dallas, Inc.	5. Alternative Education/GED
6. MY GIRLS, Inc.	6. Mentoring Program
7. Nexus Recover Center	7. Substance Abuse Treatment
8. North Texas Community Initiative, Inc.	8. Mentoring Program
9. Styles of Music Productions, Inc.	9. Mentoring Program
10. Youth Advocate Programs, Inc.	10. Gang Intervention / Prevention Services
	11. Wraparound Services
	12. Detention Alternative Program
	13. Family Preservation Program
11. Youth Conversion, Inc.	14. Mentoring Program

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to renew the contracts listed above for the provision of non-residential, community-based services during FY2016.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

ATTACHMENT SEVEN

CONTRACT AMENDMENT DOCUMENTS FOR IMPLEMENTATION OF PREA CONCEPTS

Vendor	Service Category	Page
Big Thought	Art Education Program	2-5
Child and Family Guidance Centers	Family Preservation Programs	6-9
Dallas Challenge	Outpatient Substance Abuse Treatment	10-13
Family Place	Counseling Services	14-17
Goodwill Industries of Dallas	Alternative Ed./GED Programs	18-21
MY GIRLS	Mentor Services	22-25
Nexus Recovery Center	Outpatient Substance Abuse Treatment	26-29
North Texas Community Initiative	Mentor Services	30-33
Styles of Music Productions	Mentor Services	34-37
Youth Advocate Programs	Detention Alternative Programs	38-41
Youth Advocate Programs	Family Preservation Programs	42-45
Youth Advocate Programs	Intensive Gang Intervent./Prevent. Services Wraparound Services	46-49
Youth Conversion	Mentor Services	50-53

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**BIG THOUGHT, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2011-2089 dated December 6, 2011, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2011-2089 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.
- B. Obligations of the Contractor:
1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
 2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
 3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
 4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
 5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
 6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
 7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
 8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
 9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

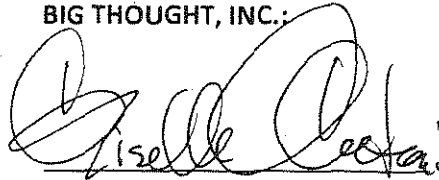
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

BIG THOUGHT, INC.:



Giselle Antoni
President/Chief Executive Officer

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**CHILD AND FAMILY GUIDANCE CENTERS
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-0542 dated March 27, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-0542 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

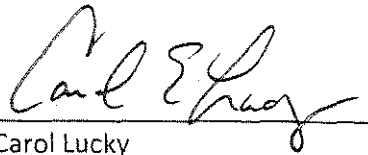
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

CHILD AND FAMILY GUIDANCE CENTERS:



Carol Lucky
Chief Executive Officer

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**DALLAS CHALLENGE, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2011-2089 dated December 6, 2011, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2011-2089 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

DALLAS CHALLENGE, INC.:



Tim James
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**THE FAMILY PLACE
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2011-2089 dated December 6, 2011, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2011-2089 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

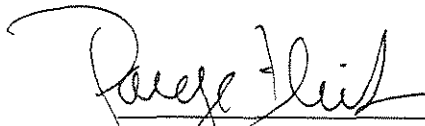
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

THE FAMILY PLACE:



Paige Flink
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**GOODWILL INDUSTRIES OF DALLAS, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2073 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2073 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJ, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

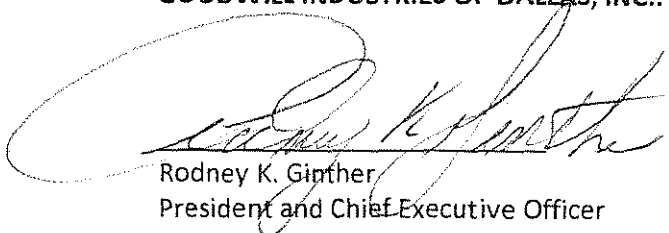
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

GOODWILL INDUSTRIES OF DALLAS, INC.:

Clay Jenkins
Dallas County Judge


Rodney K. Ginther
President and Chief Executive Officer

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**MY GIRLS, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2073 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2073 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

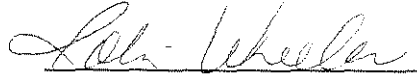
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

MYGIRLS, INC.:

Clay Jenkins
Dallas County Judge



Robin Wheeler
Executive Director

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**NEXUS RECOVERY CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2014-1592 dated November 18, 2014, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2014-1592 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

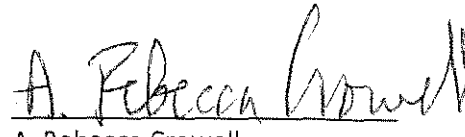
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

NEXUS RECOVERY CENTER:


A. Rebecca Crowell
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**NORTH TEXAS COMMUNITY INITIATIVE, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2014-1592 dated November 18, 2014, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2014-1592 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

NORTH TEXAS COMMUNITY INITIATIVE, INC.:

Dr. James Garner
Executive Director

RECOMMENDED:

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

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**STYLES OF MUSIC PRODUCTIONS, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2073 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2073 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract,

IV. ACCEPTANCES

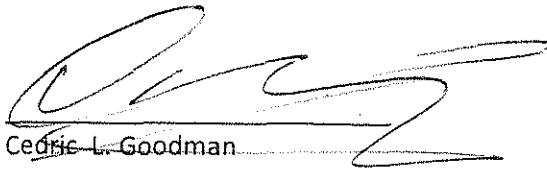
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

STYLES OF MUSIC PRODUCTIONS, INC.:

Clay Jenkins
Dallas County Judge


Cedric L. Goodman
Executive Director

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

DETENTION ALTERNATIVE PROGRAM

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2013-0087 dated January 15, 2013, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2013-0087 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.
2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.

9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.
10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

YOUTH ADVOCATE PROGRAMS, INC.:



Richard L. Stottlemeyer
Chief Financial Officer

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

FAMILY PRESERVATION PROGRAM

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2012-2073 dated December 11, 2012, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2012-2073 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.
2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.

9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.
10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

YOUTH ADVOCATE PROGRAMS, INC.:



Richard L. Stottlemeyer
Chief Financial Officer

RECOMMENDED:

JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

**INTENSIVE GANG INTERVENTION/PREVENTION PROGRAM
WRAPAROUND SERVICES**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2011-2089 dated December 6, 2011, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2011-2089 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.
2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.

9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.
 10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
 11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
 12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
 13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
 14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
 15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.
- C. Non-Compliance with applicable PREA Standards and related Dallas County policies:
- Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

Clay Jenkins
Dallas County Judge

RECOMMENDED:

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

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department

YOUTH ADVOCATE PROGRAMS, INC.:

Richard L. Stottlemeyer
Chief Financial Officer

JUVENILE BOARD:

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH CONVERSION, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2014-1592 dated November 18, 2014, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below:

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include the obligations of Dallas County and the Contractor regarding compliance with the Prison Rape Elimination Act (PREA) and the PREA compliance monitoring process, as applicable.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2014-1592 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

The Original Contract is revised to include:

35. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning, as applicable. Compliance obligations for both entities include, but are not limited to the following:

A. Obligations of Dallas County:

1. Dallas County must include in any new contract or contract renewal, the entity's obligation to adopt and comply with the PREA standards as applicable and related Dallas County policies.

2. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA and related Dallas County policies.

B. Obligations of the Contractor:

1. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601), as applicable and with all applicable PREA standards and Dallas County policies related to PREA.
2. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations, as applicable and related Dallas County policies which in any manner affect performance under this Contract.
3. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
4. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013, as applicable.
5. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD, as applicable.
6. The Contractor shall not hire or promote anyone who may have contact with program participants/residents, and shall not enlist the services of any contractor, sub-contractor, intern or volunteer who may have contact with program participants/residents, who:
 - (a) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - (b) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (c) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 6. (b) of this section.
7. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, intern or volunteer, who may have contact with program participants/residents.
8. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with program participants/residents.
9. The Contractor shall either conduct criminal background records checks at least every five years on current employees, subcontractors, interns and volunteers who may have contact with program participants/residents or have in place a

system for otherwise capturing such information for current employees, subcontractors, interns and volunteers.

10. The Contractor shall ensure that all employees, sub-contractors, interns, and volunteers who have contact with program participants/residents have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
11. The level and type of training provided to employees, sub-contractors, interns, and volunteers shall be based on the services they provide and level of contact they have with program participants/residents, but all employees, sub-contractors, interns and volunteers who have contact with program participants/residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
12. The Contractor shall maintain documentation confirming that employees, sub-contractors, interns, and volunteers understand the training they have received.
13. Any employee, sub-contractor, intern, or volunteer who engages in sexual abuse shall be prohibited from contact with program participants/residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
14. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with program participants/residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by an employee, sub-contractor, intern, or volunteer.
15. The Contractor shall make all aggregated sexual abuse data, from programs/facilities under its direct control and private programs/facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

C. Non-Compliance with applicable PREA Standards and related Dallas County policies.

Failure to comply with applicable PREA standards and related Dallas County policies may result in termination of the contract.

IV. ACCEPTANCES

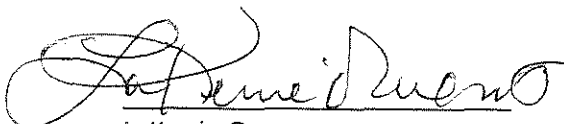
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY OF _____, 2015

DALLAS COUNTY:

YOUTH CONVERSION, INC.:

Clay Jenkins
Dallas County Judge



LaKerrie Owens
Executive Director

RECOMMENDED:

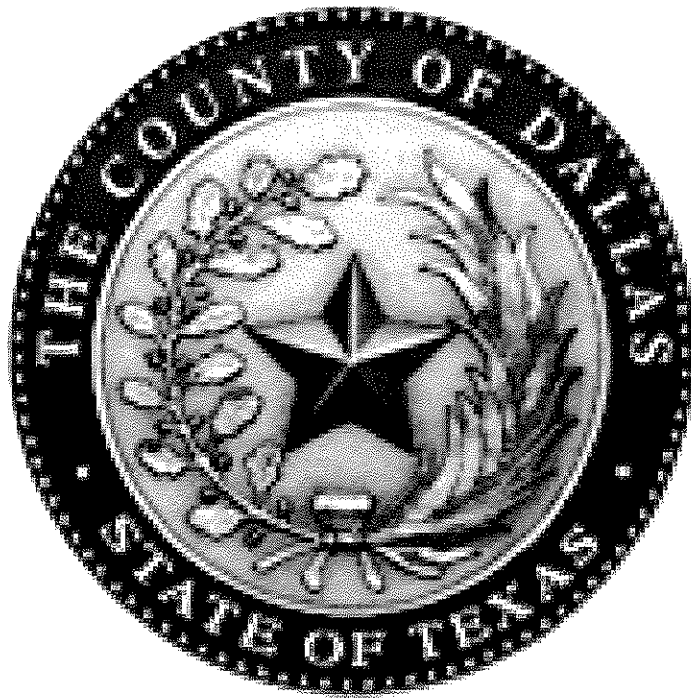
JUVENILE BOARD:

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

Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

APPROVED AS TO FORM*:

By: _____
Denika Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department



ACTION 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: September 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Drug Court Professional Services Contract

Background of Issue

On February 5, 2013, the Dallas County Commissioners Court was briefed and Court Ordered (2013-0272) on February 12, 2013 this department's request to submit a grant application to the Office of the Governor, Criminal Justice Division (CJD), for continuation grant funding for the Drug Court program for FY2014. The original requested award amount submitted in the application was \$151,149 that was intended to fund program staff including a Magistrate (Referee/Master), George Ashford III, working under a contractual arrangement as well as a program coordinator, one probation officer and funding to provide for travel and training. In August 2013, CJD informed this Department the total allowable requested amount for continuation funding had been reduced to \$93,071. Modifications to the budget required requesting the reduced amount to provide funding for only the probation officer and half of the program coordinator's position. The requested funding of \$18,133 to provide for the Magistrate in the amount of \$9,000, and for professional services, travel and training in the amount of \$9,133 for the Drug Court staff, was eliminated. Funding for the Drug Court Magistrate professional services in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014. The professional services contract for FY2015 with George Ashford III was completed covering the period from September 1, 2014 to August 31, 2015. The purpose of this briefing is to recommend the Juvenile Board's approval for a professional services agreement between George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2015 through August 31, 2016.

Impact on Operations and Maintenance

The Juvenile Department's Drug Court Program has been in operation since 2002. The Drug Court Program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office. The youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources. The youth and family appear before the Magistrate on a routine basis to reinforce positive achievements and re-direct negative behavior.

Strategic Plan Compliance

This request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by aligning crime prevention and prosecution goals, and by identifying and expanding detention and sentencing alternatives.

Legal Information

A professional services contract with Judge George Ashford III has been reviewed by Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Ms. Denika Caruthers has approved the contract as to form.

Financial Impact/Considerations

The total requested amount to fund the Magistrate position for professional services provided from September 1, 2015 through August 31, 2016 is not to exceed \$9,000 from the Juvenile Department's General Fund 5110. The funding source has been reviewed and approved by the Juvenile Department's Budget Supervisor, Carmen Williams.

Performance Impact Measures

The Drug Court Coordinator will verify all services provided for the contract year by reviewing submission of a monthly time ledger from the Magistrate prior to being sent to the Budget Services for payment distribution.

Project Schedule/Implementation

The Drug Court program is currently in operation and provided services to one hundred twenty youth in FY2015.

MWBE Information

M/WBE is not applicable.

Recommendation

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to enter into contract for professional services with George Ashford III for FY2016 from September 1, 2015 through August 31, 2016 in the amount not to exceed \$9,000.

Recommended by:

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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, on February 5, 2013, the Dallas County Commissioners Court was briefed and Court Ordered (2013-0272) on February 12, 2013 this department's request to submit a grant application to the Office of the Governor, Criminal Justice Division (CJD), for continuation grant funding for the Drug Court program for FY2014; the original requested award amount submitted in the application was \$151,149 that was intended to fund program staff that included a Magistrate (Referee/Master), George Ashford III, working under a contractual arrangement as well as a program coordinator, one probation officer and funding to provide for travel and training; and

WHEREAS, in August 2013, CJD informed this Department that the total allowable requested amount for continuation funding had been reduced to \$93,071; modifications to the budget required requesting the reduced amount to provide funding for only the probation officer and half of the program coordinator's position; the requested funding to provide for the Magistrate in the amount of \$9,000, and for professional services, travel and training in the amount of \$9,133 for the Drug Court staff, was eliminated; and

WHEREAS, funding for the Drug Court Magistrate professional services in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014; the professional services contract for FY2015 with George Ashford III was completed covering the period from September 1, 2014 to August 31, 2015; the purpose of this briefing is to recommend the Juvenile Board's approval for a professional services agreement between George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2015 through August 31, 2016; and

WHEREAS, the Juvenile Department's Drug Court Program has been in operation since 2002; the Drug Court Program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office; the youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources; the youth and family appear

before the Magistrate on a routine basis to reinforce positive achievements and re-direct negative behavior; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by aligning crime prevention and prosecution goals, and by identifying and expanding detention and sentencing alternatives; and

WHEREAS, a professional services contract with Judge George Ashford III was reviewed by Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; Ms. Denika Caruthers has approved the contract as to form; and

WHEREAS, the total requested amount to fund the Magistrate position for professional services provided from September 1, 2015 through August 31, 2016 is not to exceed \$9,000 from the Juvenile Department's General Fund 5110; the contract has been reviewed and approved by the Juvenile Department's Budget Supervisor, Carmen Williams; and

WHEREAS, the Drug Court Coordinator will verify all services provided for the contract year by reviewing submission of a monthly time ledger from the Magistrate prior to being sent to the Budget Services for payment distribution and the Drug Court program is currently in operation; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Juvenile Department's request to enter into contract for professional services with George Ashford III for FY2016 from September 1, 2015 through August 31, 2016 in the amount not to exceed \$9,000.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

THE STATE OF TEXAS

§
§
§
§

THE COUNTY OF DALLAS

PROFESSIONAL SERVICES AGREEMENT

Between

Dallas County

And

GEORGE ASHFORD III
("Contractor")

PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Juvenile Department, and George Ashford III, (hereinafter, "Contractor/Magistrate/Referee/Master"), under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as described in the Scope of Services Section below in this Agreement.

1. TERM:

The term of this Agreement is September 1, 2015 and ending on August 31, 2016, unless terminated earlier under any provision hereof.

2. CONTRACTOR'S OBLIGATIONS AND SCOPE OF SERVICES:

Contractor agrees to furnish the following Community Affairs Initiatives for County as requested.

- (a) Contractor agrees to Preside over the Dallas County Diversionary Drug Court as Magistrate (Referee/Master)
- (b) Contractor agrees to convene court weekly and acknowledge the success of participants as well as respond to unacceptable behavior of participants
- (c) Contractor agrees to hold orientation for youth involved in the Drug Court Program
- (d) Contractor agrees to explain his/her expectations and possible consequences for failure to abide by program rules.
- (e) Contractor agrees to review the agreement with the youth during orientation

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

County agrees to compensate Contractor for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services on a monthly basis based on the amount of services hours not to exceed \$9,000.00 per grant cycle.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$9,000.00, for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum

payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$9,000.00) without following the procedures described in this subsection (b). County shall not pay for any services that would cause the amounts payable for the services described herein to exceed the maximum amount payable of (\$9,000.00).

- (c) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (d) Contractor agrees to submit to the Juvenile Department complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by County, by the 20th day following the last day of the month in which the service is provided.
- (e) Contractor's invoices shall be fully documented in accordance with specifications.
- (f) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (g) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (h) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (i) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (j) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.

4. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (b) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas.

- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- (d) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

5. CONFIDENTIALITY:

- (a) Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- (b) Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any

disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, and other law compelling the production of information, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to services under this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Agreement.

6. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information, software, or documents the Contractor uses in the performance of the services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. INDEMNIFICATION:

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES 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) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) 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: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES,

AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, 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 CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

8. INSURANCE:

County agrees to waive Contractor's responsibility to carry insurance.

9. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance nor shall in no way limit nor waive County's right to terminate this Agreement under any other provisions herein.

10. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 7 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 16 (Amendments and Changes in the Law) of this Agreement.

11. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent

funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Contractor under this Agreement and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 26 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 9 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - (8) If funds allocated by the General fund, District Attorney, Other Professional Fees, shall become reduced, depleted, or unavailable during the contract term;
 - (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
 - (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 18 (Assignment);
 - (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
 - (12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

12. 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.

TO COUNTY:

Dallas County Juvenile Department
Dr. Terry Smith, Director
2600 Lone Star Drive
Dallas, Texas 75212

TO CONTRACTOR:

George Ashford III
325 N. St Paul Street, Ste. 2600
Dallas, Texas 75201

13. 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 in this Agreement. 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.

14. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all other defenses applicable to local governmental entities and public officials under federal and state law. Nothing in this Agreement is intended to benefit any third party beneficiary.

15. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Contractor will also be solely responsible for defending matters and satisfying any fines or judgments that arise in whole or part from its actions in performing services under this contract.

16. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

17. 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.

18. THIRD PARTIES:

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

19. ASSIGNMENT:

Contractor may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the District Attorney, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

20. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

21. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

22. 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.

23. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

24. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with 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 Agreement.

25. 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. Contractor has a duty to mitigate damages.

26. 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 Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. 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 Agreement 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 Agreement and deemed inappropriate by the County.

27. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County 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 County is unable to fulfill its obligations under this Agreement 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 Agreement by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

28. 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.

29. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

30. SUBCONTRACTING:

Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor.

31. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, 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. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of 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 Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the District Attorney.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by

County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.

- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.
- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby 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. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor understands and agrees that the services being provided under this Agreement by Contractor is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Contractor agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Contractor to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**
- (p) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.

- (q) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (r) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.
- (s) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

32. PROMPT PAYMENT ACT:

Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County 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 of the Texas Government Code.

33. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

34. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority, in the event Contractor is a corporation or limited liability company.

35. ACCEPTANCES:

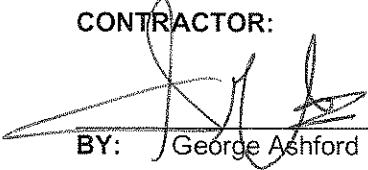
By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2015.

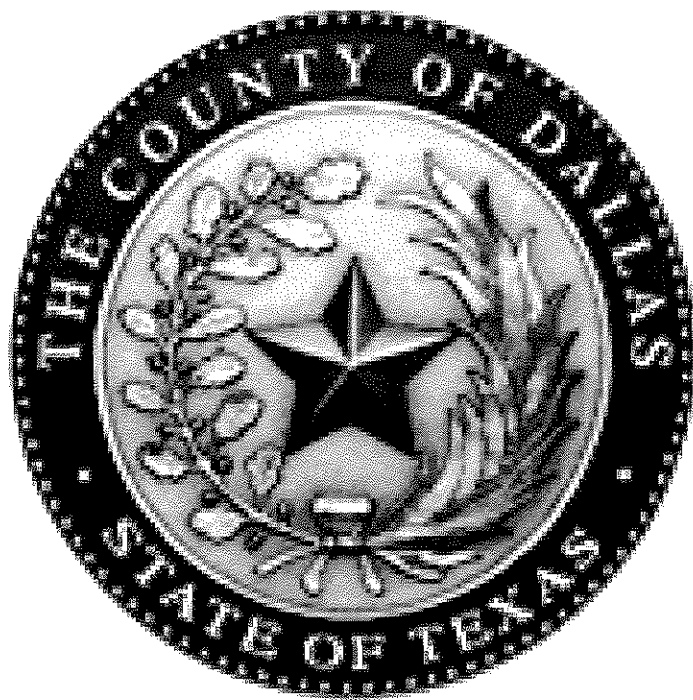
DALLAS COUNTY JUVENILE DEPARTMENT:

CONTRACTOR:

BY: Terry Smith, Director

BY:  George Ashford III

By: _____
Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department



ACTION ITEM

O.



**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: September 28, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: TechShare.Juvenile Resource Sharing Addendum No. 3

Background of Issue:

On June 24, 2013 the TechShare Resource Sharing Addendum was approved by the Juvenile Board (Court Order #2013-058). Subsequently, on March 24, 2014 the Resource Sharing Amendment 1 was approved by the Juvenile Board (Court Order # 2014-037). The Addendum was in effect through August 2015. The Work Plan (Amendment 2) was approved by the Juvenile Board at the November 24, 2014 (Court Order # 2014-149) meeting replacing the previous 2014 Work, Budget and Cost Allocation plan.

The purpose of this briefing is to request approval for the Techshare.Juvenile Resource Sharing Addendum No. 3. Specifically, each of the undersigned counties (Collin and Denton) and the Texas Juvenile Justice Department (TJJD) is a signatory to the Interlocal Agreement for participation in the Texas Conference of Urban Counties Techshare Program. The parties now desire to amend the Addendum to extend through December 31, 2015. The 2014 amendment to the Addendum (i.e. Amendment No. 2) included a work plan, budget, and cost allocation for the period of this extension, so there is no need to adopt a revised work plan, budget, and cost allocations for the period of the extension. Below is the most recent approved Work Plan:

- Operation – ensuring the continued availability and reliability of TechShare.Juvenile and JCMS.Basic for the participants
- Maintenance – correcting defects in the system and applying maintenance as required by statute or rule and/or keep the system Evergreen
- Supporting the implementation activities of Texas Juvenile Justice Department – including change requests required to support the varied use of Caseworker across Juvenile Probation Departments
- Migration from the Juvenile Information System (JIS) to TechShare.Juvenile in Dallas County
- Implementation of TechShare.Juvenile in other member counties – preparation of budget proposals and implementation planning
- Implementation of JCMS.Basic in member counties – either as a first step toward TechShare.Juvenile implementation or as a member county's production system

The addendum to Amendment No. 2 included a payment schedule with TJJD making payments of \$312, 500 on both July 30, 2015 and October 30, 2015. Because those payments span two fiscal years, TJJD would like to revise the payments to reflect amounts due to cover months within the appropriate TJJD fiscal years.

Therefore TJJD will revise Addendum No. 3 to include a payment schedule of July 30, 2015 and October 1, 2015 in the amounts of \$208, 333.33 (July 30, 2015) and \$416, 666.67 (October 1, 2015), respectively.

During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No. 3, all terms of the Addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only.

Impact on Operations and Maintenance:

The work done by each county adds to the development of the TechShare.Juvenile.

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 2013 Resource Sharing Addendum Amendment No. 3 has been reviewed by Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The amendment is attached.

Financial Impact/Considerations:

There is no difference in the total amount (\$625,000.00) approved in Amendment No. 2. The Dallas County IT Department is the party responsible for these payments, and this information has been verified by Ms. Alice Sweet, Dallas County IT Services and Ms. Carmen Williams, Budget Services.

Performance Impact Measures:

There will be increased visibility to juvenile data through all of the TechShare.Juvenile and JCMS.Basic partners allowing Dallas County to make informed decisions regarding programs and services offered to youth.

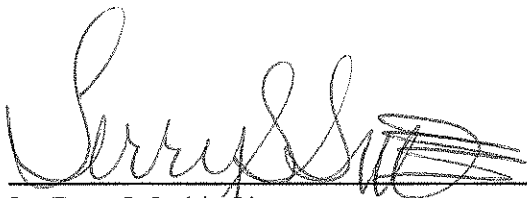
Project Schedule/Implementation:

The project is ongoing. This agreement will be in effect through December 31, 2015.

Recommendation:

It is recommended the Juvenile Board approve the TechShare.Juvenile 2013 Resource Sharing Amendment No. 3 to augment the previous payment schedule. During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No. 3, all terms of the Addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

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 September 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, on June 24, 2013 the TechShare Resource Sharing Addendum was approved by the Juvenile Board (Court Order #2013-058). Subsequently, on March 24, 2014 the Resource Sharing Amendment 1 was approved by the Juvenile Board (Court Order # 2014-037). The Addendum was in effect through August 2015. The Work Plan (Amendment 2) was approved by the Juvenile Board at the November 24, 2014 (Court Order # 2014-149) meeting replacing the previous 2014 Work, Budget and Cost Allocation plan; and

WHEREAS, the purpose of this briefing is to request approval for the Techshare.Juvenile Resource Sharing Addendum No. 3. Specifically, each of the undersigned counties (Collin and Denton) and the Texas Juvenile Justice Department (TJJD) is a signatory to the Interlocal Agreement for participation in the Texas Conference of Urban Counties Techshare Program; and

WHEREAS, the parties now desire to amend the Addendum to extend through December 31, 2015. The 2014 amendment to the Addendum (i.e. Amendment No. 2) included a work plan, budget, and cost allocation for the period of this extension, so there is no need to adopt a revised work plan, budget, and cost allocations for the period of the extension. Below is the most recent approved Work Plan:

- Operation – ensuring the continued availability and reliability of TechShare.Juvenile and JCMS.Basic for the participants
- Maintenance – correcting defects in the system and applying maintenance as required by statute or rule and/or keep the system Evergreen
- Supporting the implementation activities of Texas Juvenile Justice Department – including change requests required to support the varied use of Caseworker across Juvenile Probation Departments
- Migration from the Juvenile Information System (JIS) to TechShare.Juvenile in Dallas County
- Implementation of TechShare.Juvenile in other member counties – preparation of budget proposals and implementation planning

- Implementation of JCMS.Basic in member counties – either as a first step toward TechShare.Juvenile implementation or as a member county's production system; and

WHEREAS, the addendum to Amendment No. 2 included a payment schedule with TJJD making payments of \$312, 500 on both July 30, 2015 and October 30, 2015. Because those payments span two fiscal years, TJJD would like to revise the payments to reflect amounts due to cover months within the appropriate TJJD fiscal years.

Therefore TJJD will revise Addendum No. 3 to include a payment schedule of July 30, 2015 and October 1, 2015 in the amounts of \$208, 333.33 (July 30, 2015) and \$416, 666.67 (October 1, 2015), respectively.

During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No. 3, all terms of the Addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only.; and

WHEREAS, the 2013 Resource Sharing Addendum Amendment No. 3 has been reviewed by Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The amendment is attached; and

WHEREAS, there is no difference in the total amount (\$625,000.00) approved in Amendment No. 2. The Dallas County IT Department is the party responsible for these payments, and this information has been verified by Ms. Alice Sweet, Dallas County IT Services and Ms. Carmen Williams, Budget Services; and

WHEREAS, there will be increased visibility to juvenile data through all of the TechShare.Juvenile and JCMS.Basic partners allowing Dallas County to make informed decisions regarding programs and services offered to youth; and

WHEREAS, the project is ongoing. This agreement will be in effect through December 31, 2015.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the TechShare Juvenile 2013 Resource Sharing Amendment No. 3 to augment the previous payment schedule. During the period of extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016. Except as specifically modified for this Amendment No. 3, all terms of the Addendum, as previously amended, shall remain in effect for Dallas County. The change in payment schedule is for TJJD only.

DONE IN OPEN BOARD MEETING this 28th day of September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

Urban Counties

Texas Conference of Urban Counties
TechShare Program
TechShare.Juvenile and Juvenile Case Management System -Basic
2013 Resource Sharing Addendum
Amendment No. 3

1. Each of the undersigned counties and the Texas Juvenile Justice Department ("TJJD") is a signatory to the Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program ("ILA").
2. Pursuant to the ILA, the undersigned counties, the TJJD, and the Texas Conference of Urban Counties ("Urban Counties") entered into the TechShare.Juvenile and Juvenile Case Management System-Basic 2013 Resource Sharing Addendum (the "Addendum") with a term of January 1, 2013 through August 31, 2015.
3. Because the Work Plan, Budget, and Cost Allocation (Attachment C of the Addendum) is an annual document for each calendar year, the Addendum was amended in 2014 and again in 2015 to adopt the Work Plan, Budget, and Cost Allocation for those years, respectively.
4. The parties now desire to amend the Addendum to extend the term through December 31, 2015. The 2015 amendment to the Addendum (i.e., Amendment No.2) included a work plan, budget, and cost allocation for the period of this extension, so there is no need to adopt a revised work plan, budget, and cost allocation for the period of the extension.
5. Therefore, the term of the Addendum is extended through December 31, 2015.
6. Amendment No. 2 to the Addendum included a payment schedule with TJJD making payments of \$312,500 on both July 30, 2015 and October 30, 2015. Because those payments span two fiscal years, TJJD would like to revise the payments to reflect amounts due to cover months within the appropriate TJJD fiscal years. Therefore, TJJD will make the following payments in lieu of the July 30, 2015 and October 30, 2015 payment obligations in Amendment No. 2:

Due July 30, 2015: \$208,333.33 Due October 1, 2015: \$416,666.67
7. During the period of the extension, the parties will be working cooperatively to draft a revised Resource Sharing Addendum for 2016.
8. Except as specifically modified in this Amendment No. 3, all terms of the Addendum, as previously amended, shall remain in effect.
9. This Amendment No. 3 is effective July 1, 2015.

[Signature Pages to Follow]

 **TechShare**

COUNTY OF COLLIN

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____



TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum

DALLAS COUNTY JUVENILE BOARD:

RECOMMENDED BY:

Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

Stanley Victrum
CIO

RECOMMENDED:

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

APPROVED AS TO FORM*:

BY: Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department



COUNTY OF DENTON

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____



TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: Executive Director

Date: 7/6/15

 **TechShare**

TechShare.Juvenile and JCMS.Basic Resource Sharing Addendum

Amendment No. 3

20150901

[Signature Page]

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: August 13, 2015

 **TechShare**

Texas Conference of Urban Counties
TechShare Program
TechShare.Juvenile and Juvenile Case Management System -Basic
2013 Resource Sharing Addendum
Amendment No. 3

1. Each of the undersigned counties and the Texas Juvenile Justice Department ("TJJD") is a signatory to the Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program ("ILA").
2. Pursuant to the ILA, the undersigned counties, the TJJD, and the Texas Conference of Urban Counties ("Urban Counties") entered into the TechShare.Juvenile and Juvenile Case Management System – Basic 2013 Resource Sharing Addendum (the "Addendum") with a term of January 1, 2013 through August 31, 2015.
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[Signature Pages to Follow]

// **TechShare**
//

COUNTY OF COLLIN

By: _____

Title: _____

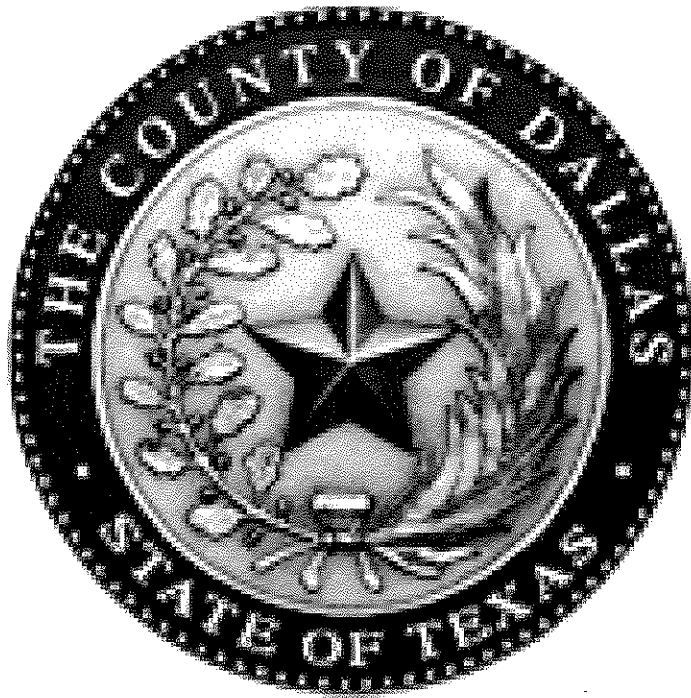
Date: _____

ATTEST:

By: _____

Title: _____

// **TechShare**
//



DISCUSSION

ITEM

P.

Academy for Academic Excellence
AAE REPORT
August 2015

Back to School Training topics for new teachers included:

- PREA
- Working with Pre/Post Adjudicated Youth
- Abuse Neglect and Exploitation
- Facility Training
- Specialized instructional and educational sessions

New Employees:

AAE has one new Assistant Campus Administrator, Ms. Sheri Flinn. AAE also has two new full time teachers; Ms. Manyai and Ms. Youngblood.

August Enrollments:

Start of school enrollments at AAE:

- 2015 August enrollment totaled 457

Highlights from AAE:

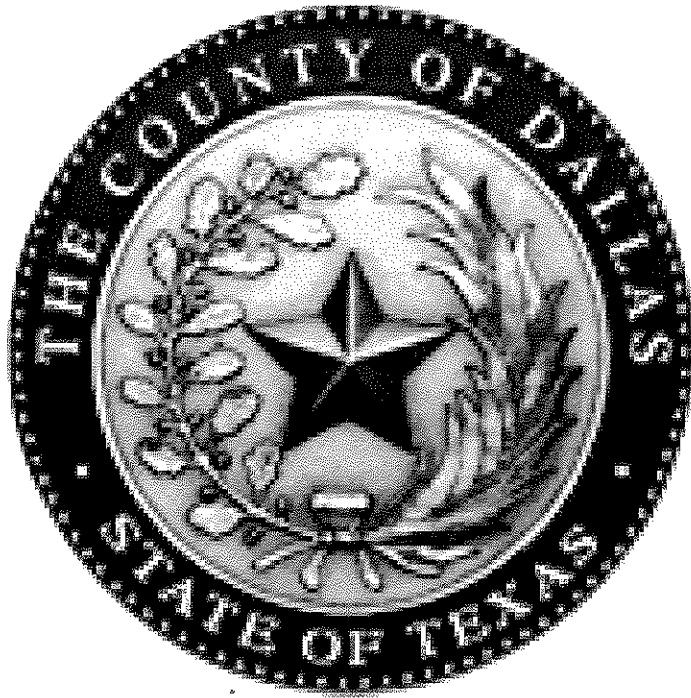
In August, at JDC, the English/Language Arts (ELA) staff and students learned about learning styles and multiple intelligences. Students took inventories that showed how they learned best. In one activity, students demonstrated the ability to follow directions, written and oral, by following a series of written and oral instructions. Students also took a pre-test, specifically in ELA, to determine in which areas they needed the most assistance. They then reviewed some test taking strategies as a group. The end of this activity included explaining and sharing their experiences with the entire audience.

During the month of August, the JDC Social Studies Department began the year with several fun activities. One activity was to help open the lines of communication. Staff encouraged students to create an inside/outside circle describing things that they like and things that were special to them. The students really enjoyed sharing this activity and it seemed to create a relaxed environment.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of August 2015:			District Total Enrollment: 454		
District Average Attendance			441 (97.14%)		
District Special Education Student Population			118 (26.21%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	250	5	125	39	35
New Students	300	11	130	48	48
Withdrawals	134	77	40	27	34
Avg. Daily Attendance	247	4	124	32	34
Avg. Daily Enrollment	250	5	125	39	35
Attendance Average	98.80%	0.08%	99.20%	82.05%	97.14%

Demographics										
Category	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	52	(20.39%)	01	(07.69%)	00	(00.00%)	06	(15.79%)	28	(82.35%)
Male	203	(79.61%)	12	(92.31%)	124	(100%)	32	(84.21%)	06	(17.65%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	2		0		0		0		0	
5	3		0		1		0		0	
6	12		0		4		1		1	
7	22		7		10		4		11	
8	51		0		16		1		8	
9	102		8		49		11		6	
10	43		3		23		16		7	
11	15		1		13		5		1	
12	0		0		8		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	3		0		1		0		0	
12	6		0		2		0		1	
13	17		0		1		1		5	
14	32		0		17		0		9	
15	57		0		38		8		7	
16	79		11		36		15		8	
17	61		2		29		14		4	
18+	0		0		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	132	(51.76%)	3	(23.08%)	70	(56.45%)	9	(23.68%)	17	(50.00%)
Caucasian	18	(07.06%)	1	(07.69%)	9	(07.26%)	4	(10.53%)	4	(11.76%)
Hispanic	104	(40.78%)	9	(69.23%)	45	(36.29%)	24	(63.16%)	12	(35.29%)
Native American	0	(00.00%)	0	(00.00%)	0	(00.00%)	0	(00.00%)	0	(0.00%)
Other/Asian	1	(00.39%)	0	(00.00%)	0	(00.00%)	1	(02.63%)	1	(02.94%)



ACTION 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: September 28, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Agreement with Precision Business Machines and the Academy for Academic Excellence

Background of Issue:

The Academy for Academic Excellence (AAE) Charter School purchased a digital die-cutter and poster board maker that creates classroom manipulatives, cutouts and bulletin board displays. The Precision Care Maintenance Agreement expired in 2009 and AAE is requesting to renew our Precision Care Maintenance Plan with Precision Business Machines (PBM) so teachers and staff can create products that support instruction and student achievement.

Impact on Operations and Maintenance:

The purpose of the maintenance agreement is to renew the warranty on the equipment by Precision Business Machines (PBM). The cost for this renewal is \$1,080.00 for three years for the two machines for a total cost of \$2,160.00.

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:

An agreement with Precision Business Machines has been reviewed by Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Ms. Denika Caruthers has approved the agreement as to form.

Financial Impact/Considerations:

The cost for the three-year warranty for the die-cut machine and poster maker is \$2,160.00 from State Aid. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

This agreement supports classroom instruction for over-all student achievement.

Project Schedule/Implementation:

The term of this contract will be for three-years from the start date of coverage for FY16.

Recommendation:

It is recommended that the Charter School Board approve the agreement between Precision Business Machines and the Academy for Academic Excellence for \$2,160.00 from State Aid.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 28th day of September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Academy for Academic Excellence (AAE) Charter School purchased a digital die-cutter and poster board maker that creates classroom manipulatives, cutouts and bulletin board displays. The Precision Care Maintenance Agreement expired in 2009 and AAE is requesting to renew our Precision Care Maintenance Plan on the die-cut machine and the poster board maker with Precision Business Machines (PBM) so teachers and staff can create products that support instruction and student achievement; and
- WHEREAS,** the purpose of the maintenance agreement is to renew the warranty on the equipment by Precision Business Machines (PBM). The cost for this renewal is \$1,080.00 for the two machines for a total cost of \$2,160.00; and
- WHEREAS,** this agreement supports classroom instruction for over-all student achievement.; 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; and
- WHEREAS,** the term of this contract will be for three-years from the start date of coverage for FY16; and
- WHEREAS,** it is recommended that the Charter School Board approve the agreement between Precision Business Machines and the Academy for Academic Excellence for \$2,160.00 from State Aid.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the agreement between Precision Business Machines and AAE for a three year warranty renewal for a total cost of \$2,160.00 from State Aid.

DONE IN OPEN BOARD MEETING this 28th day September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of __ for the motion and _ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Shannon, President
Academy for Academic Excellence School Board

Precision Care

Current Warranty – M/A Expiration Date: 9/30/2009

Bill To:		Equipment Location:	Dallas County Juvenile Justice 2600 Lone Star Dr. Box 5 Dallas, TX 75212
Authorized By:		Key Operator:	Shannon Wells
Phone:		Phone:	
Make/Model:	VariQuest CM1800	Serial Number:	BPCOM0915400012

The above equipment is covered under the terms and conditions of this agreement by Precision Business Machines, Inc., referred to as "Company." This agreement includes all mechanical and electrical parts and service on specified equipment unless damage is caused by fire, act of God, vandalism or customer misuse or neglect.

Type of Coverage (please choose one)

☐

One Year On-Site Precision Care

The Company will provide all necessary parts and service for a period of 12 months from start date of coverage.

Price: \$450.00

☐

Two Years of On-Site Precision Care with a 10% Discount

The Company will provide all necessary parts and service for a period of 24 months from start date of coverage.

Price: \$810.00 [Save \$90.00]

☒

Three Years of On-Site Precision Care with a 20% Discount

The Company will provide all necessary parts and service for a period of 36 months from start date of coverage.

Price: \$1080.00 [Save \$270.00]

Customer Name (please print): _____

Signature: _____

Date: _____

PBM Representative: _____

Date: _____



[P] 972-224-9119

[F] 972-224-9129

[Toll Free] 800-272-0726

1509 Falcon Dr. Suite 106 Desoto, TX 75115 • service@pbminc.com

Precision Care

Current Warranty - M/A Expiration Date: 9/30/2009

Bill To:		Equipment Location:	Dallas County Juvenile Justice 2600 Lone Star Dr. Box 5 Dallas, TX 75212
Authorized By:		Key Operator:	Shannon Wells
Phone:		Phone:	
Make/Model:	VariQuest PM3600	Serial Number:	VQPM36081203929

The above equipment is covered under the terms and conditions of this agreement by Precision Business Machines, Inc., referred to as "Company." This agreement includes all mechanical and electrical parts and service on specified equipment unless damage is caused by fire, act of God, vandalism or customer misuse or neglect.

Type of Coverage (please choose one)

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☒

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Price: \$1080.00 [Save \$270.00]

Customer Name (please print): _____

Signature: _____

Date: _____

PBM Representative: _____

Date: _____



[P] 972-224-9119

[F] 972-224-9129

[Toll Free] 800-272-0726

1509 Falcon Dr. Suite 106 Desoto, TX 75115 • service@pbminc.com

Precision Care Terms and Conditions

In consideration of the performance and observance by the customer of the terms and conditions hereof, the Company agrees, subject to the terms and conditions hereof, to perform ordinary and necessary mechanical adjustments on the selected equipment according to factory recommendation and to train a key operator at no charge, unless the machine malfunction is caused by fire, act of God, vandalism or customer misuse or neglect.

This agreement does not cover consumables, such as Plastic Card Printer Printheads or Ink Jet Printheads, or computer hardware and software operating systems, unless specifically noted in the Maintenance Agreement.

Customer agrees to appoint a key operator, to exert reasonable care in the operation of the equipment and to provide all consumable supply items as needed.

All scheduled calls or intervening calls will be performed during the Company's normal working hours. Emergency calls requested for those other than the Company's normal working hours will be charged to the customer at the Company's then current rate for after hours emergency service. Should the customer relocate the equipment, the rate could increase for the remainder of the term.

The Company is not obligated to provide services as called for in this agreement unless the customer is current with all payments due the Company under the terms of this agreement or any other agreement relating to lease or purchase of specified equipment.

Terms and Conditions effective as of November 1, 2011.

Except as otherwise provided herein, there are no representations or warranties of any kind, expressed or implied with respect to services or products furnished hereunder, including merchantability or fitness for a particular purpose.

Agreement with PBM and AAE

Dallas County Juvenile Board:

Academy for Academic Excellence School Board
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-4924
Fax: 214-698-4494
Email: cshannon@dallascounty.org

Academy for Academic Excellence:

Dr. Terry S. Smith
Director of Juvenile Services
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: Terry.Smith@dallascounty.org

Precision Business Machines, Inc:

1509 Falcon Dr. Suite 106
Desoto, TX 75115
Phone: 972-224-9119
Fax: 972-224-9129

EXECUTED THIS 28th DAY OF September, 2015

DALLAS COUNTY JUVENILE BOARD:

BY: _____
President
Academy for Academic Excellence Charter School Board

PRECISION BUSINESS MACHINES:



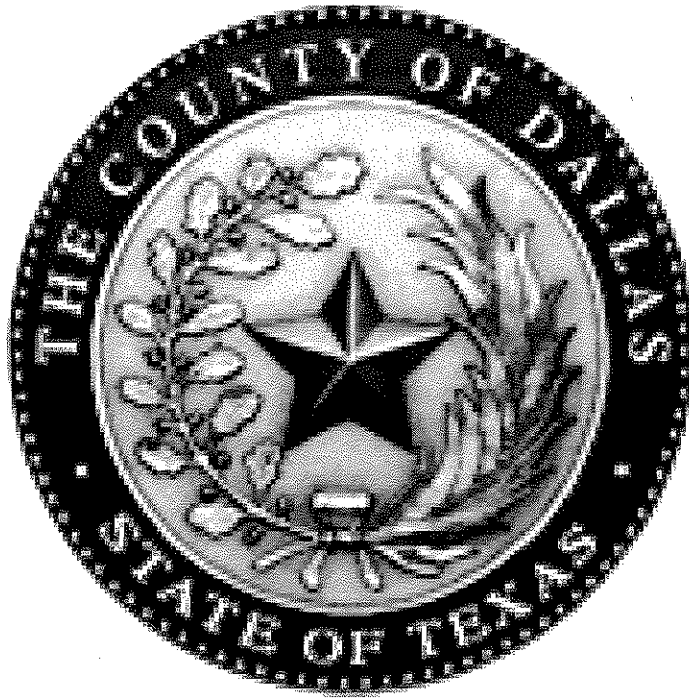
BY: Scott Rasco
Technical Director

RECOMMENDED:

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

APPROVED AS TO FORM:

By: _____
Denika R. Caruthers, J.D.
Administrative Legal Advisor
Dallas County Juvenile Department



ACTION 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: September 28, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Acceptance of Estimated Federal Funds Entitlements

Background of Issue:

The purpose of this briefing is to request authorization to accept the federal funds for which the Academy for Academic Excellence (AAE) Charter School is eligible, accept additional funds when granted, and utilize the federal money to fund payroll and operations costs. The estimates for each entitlement (planning amounts) are as follows:

- Title I, Part A \$374,944.00
The purpose of these funds is to improve the basic programs operated by the Local Education Agency (LEA) and provide a high quality education, which will enable all children to meet the state student performance standards.
- Title I, Part D \$641,689.00
The purpose of these funds is for prevention and intervention programs for children and youth who are neglected, delinquent, or at-risk.
- Title II, Part A \$26,107.00
The purpose of Title II, Part A is to provide teacher and principal training and recruitment.
- Title III, Part A \$3,665.00
The purpose of Title III, Part A is to support services to students designated as Limited English Proficient (LEP).
- IDEA B \$54,602.00
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 students.

Impact on Operations and Maintenance:

Title I, Part D and IDEA-B funds will 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 utilized in a Shared Services Arrangement (SSA) with the Region 10 Educational Service Center (ESC) to support the educational needs such as, staff salaries, operational expenses, and staff training at AAE.

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 will be no legal impact attributable to the approval of federal fund estimates (planning amounts).

Financial Impact/Considerations:

Based on the data provided by Texas Education Agency the estimated federal funds (planning amounts) total \$1,101,007.00. Current amounts do not include rollover title funds from the previous fiscal year. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There will be no direct impact on performance measures.

Project Schedule/Implementation:

The estimates for the federal funds are for the school year 2015-2016.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for the FY16 and any subsequent rollover federal funds.

Recommended by:

A handwritten signature in black ink, appearing to read "Terry S. Smith", with a horizontal line underneath it.

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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: September 28, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence (AAE) Charter School Board of Dallas County, Texas, held on the 28th day of September, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the purpose of this brief is to request authorization to accept the federal funds for which the Academy for Academic Excellence (AAE) Charter School is eligible, accept additional funds when granted, and utilize the federal money to fund payroll and operations costs. The estimates for each entitlement (planning amounts) are as follows:
- Title I, Part A \$374,944.00
The purpose of these funds is to improve the basic programs operated by the Local Education Agency (LEA) and provide a high quality education, which will enable all children to meet the state student performance standards.
 - Title I, Part D \$641,689.00
The purpose of these funds is for prevention and intervention programs for children and youth who are neglected, delinquent, or at-risk.
 - Title II, Part A \$26,107.00
The purpose of Title II, Part A is to provide teacher and principal training and recruitment.
 - Title III, Part A \$3,665.00
The purpose of Title III, Part A is to support services to students designated as Limited English Proficient (LEP).
 - IDEA B \$54,602.00
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 students; and

WHEREAS, Title I, Part D and IDEA-B funds will 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 utilized in a Shared Services Arrangement (SSA) with the Region 10 Educational Service Center (ESC) to support the educational needs such as, staff salaries, operational expenses, and staff training at AAE; and

WHEREAS, based on the data provided by Texas Education Agency the estimated federal funds (planning amounts) for AAE educational needs total \$1,101,007.00; 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; and

WHEREAS, the estimates for the federal funds are for the FY16; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for the FY16 and any subsequent rollover federal funds.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the acceptance of the federal grant estimates (planning amounts) for FY16.

DONE IN OPEN BOARD MEETING this 28th day September, 2015.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of __ for the motion and __ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Shannon, President
Academy for Academic Excellence School Board