



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, August 22, 2016 ~ 5:00 p.m.

305<sup>th</sup> District Court/Referee Courtroom, Room A332 ~ 3<sup>rd</sup> Floor  
Henry Wade Juvenile Justice Center, 2600 Lone Star Drive, Dallas, Texas 75201

FILED

COUNTY CLERK  
DALLAS COUNTY

I. Call to Order

II. Tour of Facility

Dr. Jerome McNeil Juvenile Detention Center  
Marzelle Hill Transition Center

III. Approval of Minutes

Approval of Minutes July 25, 2016

IV. Public Comment (Limited to 3 minutes per individual or organization)\*

V. Discussion Items - Juvenile Department

- A. Director's Report
- B. JJAEP Update
- C. Quarterly Reports
- D. DISD for use of any Vacant School for an Emergency Evacuation Site

VI. Action Items - Juvenile Department

- E. Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Juvenile Detention Center, 2600 Lone Star Dr., Dallas TX
- F. 2016 Annual Review of Dallas County Juvenile Detention Center Policies & Procedures
- G. 2016 Annual Review of Dallas County Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) Policies & Procedures Manual
- H. Certification of the Marzelle Hill Transition Center
- I. 2016 Annual Review of Marzelle Hill Center Policies & Procedures
- J. Licensing Agreement between Handle with Care Behavior Management System Inc. and Dallas County Juvenile Department
- K. Approval of Continuing Education Provider for Substance Abuse Unit (SAU)
- L. FY2017 Interlocal Agreement Contract with Southwestern Medical Center (UTSW) for Psychological Services
- M. Juvenile Processing Offices - Dallas Police Department, Dallas County Schools Police Department, and Duncanville Independent School District
- N. Contract with Dallas Metrocare Services for In-Home Therapeutic Services
- O. Drug Court Contract with Judge George Ashford III for FY2017
- P. Approval of Memorandum of Understanding with Big Thought - for the Evening Reporting Center (ERC)
- Q. Approval of Memorandum of Understanding with Inspire U- for the Evening Reporting Center (ERC)
- R. Contract with Jewish Family Services of Greater Dallas FY2017
- S. Ratification of JJAEP Summer Camp: TJJD Prevention, Programming and Placement Funding Request

VII. Discussion Items - Academy for Academic Excellence Charter School (AAE)

- T. AAE School Update

VIII. Action Items - AAE Charter School

- U. Amendment to the Interlocal Agreement between Dallas County Schools (DCS) and Academy for Academic Excellence for technology services

IX. Executive Session - Juvenile Department

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

Contracts :

Litigation :

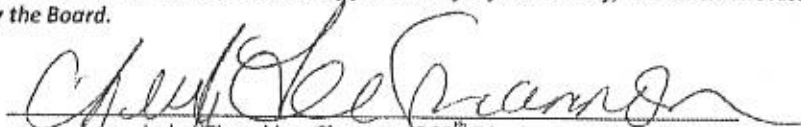
Personnel :

Security :

Notes:

*\*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Claudia Avila (214/698-2224) By 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting.*

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

  
Judge Cheryl Lee Shannon, 305<sup>th</sup> District Court  
Chairman, Dallas County Juvenile Board



# APPROVAL OF MINUTES

III



MINUTES OF MEETING DATE: July 25, 2016

DALLAS COUNTY  
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: Letot Residential Treatment Center  
10503 Denton Drive, Dallas, TX 75220

MEMBERS PRESENT: Judge Cheryl Lee Shannon-Chairman  
Commissioner John Wiley Price, Vice-Chairman  
Judge Craig Smith  
Judge Andrea Martin  
Judge Paula Miller

MEMBERS ABSENT: Judge Clay Jenkins  
Judge Amber Givens-Davis  
Judge Andrea Plumlee  
Judge Ken Molberg

**I. Call to Order**

The Dallas County Juvenile Board met at the Letot Residential Treatment Center. Judge Cheryl Lee Shannon called the Juvenile Board Meeting to order at 5:07 PM.

**II. Tour of the Facility**

The Dallas County Juvenile Board toured the Letot RTC facility at 5:07 PM and all members returned at 5:18 PM.

- Dr. Smith thanked the five Letot Girls who participated with Youth With Faces/TLC in preparing the food and refreshments for the meetings and she also had each one to introduce themselves to the Board.

**III. Approval of Minutes**

Judge Cheryl Lee Shannon presented the amended minutes from the June 27, 2016 meeting, for approval. A motion was made by Judge Paula Miller and a seconded by Judge Andrea Martin to approve the amended June 27, 2016, minutes. The motion was unanimously approved.

- Judge Cheryl Lee Shannon, Chairman, abstained from voting for the June 27, 2016 minutes due to her absence that day.

**IV. Public Comment**

Judge Cheryl Lee Shannon noted there were no persons present for public comment and went on to Discussion Items.

**V. Discussion Items – Juvenile Department**

**A. Directors Report:**

Dr. Terry Smith acknowledged the Employee of the Month, Ms. Andrea Harned from Academy for Academic Excellence Charter School (AAE).

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*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

Dr. Smith introduced Ms. Leslie Gipson as the new Deputy Director of Administrative and Executive Services.

The Evening Reporting Center (ERC) celebrated its 2<sup>nd</sup> year of operation as a detention alternative initiative program.

The ERC has processed 209 referrals, provided programming for 137 youth, and successfully graduated 64 youth from the program.

Dr. Smith recognized Janet Reynolds from Big Thought as one of our volunteers who is working with the youth in the Art Program with the goal of covering all the walls in the Dr. Jerome McNeil Jr. Detention Center with their creativity.

Marzelle C. Hill Center is in the early stages of developing evidence-based skills training group, Aggression Replacement Training (ART). We continue to collaborate with Traffick 911. Dr. Smith mentioned on June 8, 2016, a youth sustained scratches during a restraint because he aggressively grabbed a supervisor's arm and tried to snatch papers from his hand. Medical professionals treated the youth with basic first aid. The incident was reported to TJJD and there were no findings.

We continue to work with Café Momentum; Dr. Smith recognized Chef TLC for the great work they are doing with the girls. Dr. Smith extended her invitation to anyone interested in going to Café Momentum.

Letot Center received 52 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution, and ESTEEM Court. Letot also had an unannounced visit from Ombudsman and no findings and no citations were issued.

**B. Juvenile Justice Alternative Education Program(JJAEP) Update:**

Dr. Smith stated there was little to report as school is out for the summer. She mentioned the summer program was a success.

**VI. Action Items – Juvenile Department**

**C. FY 2017 Juvenile Department Budget:**

It was requested the Juvenile Board approve the FY2017 budget request for the Juvenile Department for formal submission to the Dallas County Commissioners Court.

- Commissioner Price stated the Tax Rolls came in at 10.07% much higher than anticipated. Commissioner Price is still committed to going forward with the proposed budget. Commissioner Price mentioned some county employees are as much as 20% below market but on average the county employees are 15% below market. Commissioner Price stated as it stands, all budgets are based on 6% pay increase but it is his hope Dallas County can factor in an 8% pay increase.
- Judge Craig Smith asked what the extra 2% did to the budget; Mr. Ryan Brown responded by saying the 2% equals \$7 million and allows us to move against the market.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the FY2017 budget request for the Juvenile Department for formal submission to the Dallas County Commissioners Court. There was a caveat to accept the budget with the understanding the pay increase amount may change on what the Commissioners Court approves. The motion was unanimously approved.

**D. Juvenile Justice Alternative Education Program Budget FY2017:**

It was recommended the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY2017 budget as presented.

- Commissioner Price asked, "If Dallas County came in with the 2016 Budget as projected?" Dr. Smith explained we had more revenue than expected. Ms. Karen Ramos stated there was a rollover of \$11,000 from the previous year and Instructional Materials Allotment (IMA) fund of about \$13,000.
- A motion was made by Judge Craig Smith and seconded by Commissioner Price to approve the Dallas County Juvenile Justice Alternative Education Program FY2017 budget as presented. The motion was unanimously approved.

**E. Recertification of the Letot RTC for Girls:**

It was recommended the Dallas County Juvenile Board approve the recertification of the Letot RTC for girls as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

- Commissioner Price asked, "At what point in time are we going to recertify the Letot RTC Center as it goes to a secure facility and what is the anticipated date?" Dr. Smith responded by saying, that she, Mr. Armwood, Dallas County Fire Marshall - Chief Robert De Los Santos, along with Mr. Chuck Schneider met about a month ago, and that Mr. Schneider is in the midst of providing an estimate of the costs associated with making the necessary changes in order to make the facility secure and should have it by mid-August. Mr. Armwood also mentioned that Chief De Los Santos and Chuck Schneider recently walked the building and Chief De Los Santos expressed what changes were mandatory in order to meet the Fire Marshall's approval with the egress with the doors. Mr. Ervin Taylor interjected and informed the Board that TJJD also walked the facility to ensure that we are within standards.
- Commissioner Price asked for clarity on the need to meet again to walk the facility once there is a declaration that it can be declared secure. Dr. Smith responded by saying, the Board needs to approve the additional funding and once that is done, we will submit our application to become secure at which time we will change the meeting location to Letot RTC in order to tour the building for Certification purposes.
- Commissioner Price asked, "What is the cost associated with secure versus non-secure?" Dr. Smith assured Commissioner Price there was no cost associated based on PREA. Dr. Smith explained the Department of Justice (DOJ) has not defined the staff to child ratio but our understanding is we currently meet the ratio, and thus do not require any increase in staff. Dr. Smith also mentioned we are waiting on the official ruling from the Department of Justice (DOJ).
- Judge Smith asked were there any other costs associated and Dr. Smith responded by saying no, but mentioned the unfunded mandate of the staff to child ration which we testified on, and again we meet the ratio facility wide.



- Mr. Ryan Brown interjected that some of the costs associated with the facility becoming secure included alarms, Dr. Smith clarified that not only alarms but changing the locks on the dorms, the installations of 2 cameras in the hallway, a fire vent hood, and the securing of one stairwell.
- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the Re-Certification of the Letot RTC for girls as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code. The motion was unanimously approved.
- F. Approval of the 2016 Letot RTC Policies and Procedures Manual:**

It was recommended the Dallas County Juvenile Board approve the 2016 Policies and Procedures for the Letot RTC. It was furthermore recommended the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policies and/or procedures as needed.
- A motion was made by Judge Craig Smith and seconded by Judge Andrea Martin to approve the 2016 Policies and Procedures for the Letot RTC. It was furthermore recommended the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policies and/or procedures as needed. The motion was unanimously approved.
- G. Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program (JJAEP):**

It was recommended the Dallas County Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations. Required criteria outlined for the Juvenile Board to review.
- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to certify the completion of the required annual performance review of the DCJJAEP overall operations. The motion was unanimously approved.
- H. Interlocal Agreement with Dallas County Juvenile Alternative Education Program and Parkland Nursing Services:**

It is recommended the Dallas County Juvenile Board approve the Interlocal Agreement with DCHD d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Juvenile Board Chair or designee to sign the agreement.
- Dr. Smith stated the changes to the Interlocal Agreement include an increase in hourly pay (salary), fringe benefits, and number of days. An increase from \$24.23 to \$24.59 x 4 hours a day x 195 days = \$23,821.81 for the 2016-2017 school year.
- Commissioner Price asked, "What was the backup plan to Parkland in terms of services?" Dr. Smith explained when nurses are not on duty, staff is instructed to call Parkland nurses at Henry Wade and in case of an emergency to contact 911. She also stated the staff has been trained to dispense certain medications.
- Commissioner Price asked, "What's the overall cost of Parkland Services to the Juvenile Department?" Dr. Smith asked if she could provide the information later, once she did some research. Dr. Smith also stated she would begin to compare cost with other providers who can provide the same services the Juvenile Department is currently receiving and have Ms. Denika Caruthers send out the cost, once received.



- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the Interlocal Agreement with DCHD d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Juvenile Board Chair or designee to sign the agreement. The motion was unanimously approved.
- I. **Amendment of the Clinical Affiliation Agreement between Texas Woman's University College of Health Sciences-Dental Hygiene:**

It was recommended the Dallas County Juvenile Board grant approval for the Affiliation Agreement between Texas Woman's University, College of Health Sciences, Health Care Administration Program, and the Juvenile Department, for the provision of dental hygiene services.

  - Commissioner Price asked if this was a new service. Dr. Smith explained it was different from the agreement we have with Baylor School of Dentistry. She explained the interns who provide services to our youth are no cost to us and they are working on obtaining clinical hours under the supervision of a licensed dentist.
  - A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to grant approval for the Affiliation Agreement between Texas Woman's University, College of Health Sciences, Health Care Administration program and the Juvenile Department, for the provision of dental hygiene services. The motion was unanimously approved.
- J. **Juvenile Processing Offices-Cedar Hill ISD Police Department:**

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the Cedar Hill Independent School District Police Department by approving room #1 and room #2 located in the briefing/training office at 504 E. Beltline, Cedar Hill, TX 75104, as a Juvenile Processing Room.

In calendar year 2015, the Cedar Hill ISD Police Department referred five (5) youth to the Dallas County Juvenile Department. Of the 5 referrals, 4 (80%) were Black, and 1 (20%) was Hispanic. All 5 (100%) referrals were male. Prior to June 9, 2016 inspection it was last inspected on August 25, 2014.

  - A motion was made by Judge Craig Smith and seconded by Judge Andrea Martin to approve the Juvenile Processing Office for the Cedar Hill Independent School District Police Department by approving room #1 and room #2 located in the briefing/training office at 504 E. Beltline, Cedar Hill, TX 75104, as a Juvenile Processing Room. The motion was unanimously approved.
- K. **The Evaluation of the Dallas County Diversion Male Court Program-Dr. Howard Henderson, Texas Southern University:**

It was recommended the Dallas County Juvenile Board approve the Juvenile Department's request to collaborate with Dr. Howard Henderson, Texas Southern University, to conduct the Evaluation of the Dallas County Diversion Male Court Program.

  - Dr. Smith introduced Dr. Howard Henderson from Texas Southern University. Dr. Howard Henderson stated there were no other programs like this in the country therefore no research is available to substantiate if the program works; however, Dr. Henderson and his team of 36 doctoral students are willing to do the research to see if the program is working or if the program needs improvement.

- Judge Craig Smith asked, "If it was more effective to limit the study to Blacks and Hispanics youth only?" Dr. Henderson replied the majority of the populations are Blacks and Hispanics due to being high risk and they are overrepresented in the system.
- A motion was made by Commissioner Price and seconded by Judge Craig Smith to approve the Juvenile Department's request to collaborate with Dr. Howard Henderson, Texas Southern University, to conduct the evaluation of the Dallas County Diversion Male Court Program. The motion was unanimously approved.

**L. Ratification of Grant Submission to the American Psychological Association (APA):**

The Juvenile Department recommends the Juvenile Board ratify the submission of the Dallas County Juvenile Department's grant request for the American Psychological Association Internship Program.

- Dr. Smith explained the grant request would assist the Juvenile Department with its goal to become an accredited APA internship placement. By becoming certified by the Association of Psychology Postdoctoral and Internship Centers (AAPICS) it allows Dallas County to remain relevant, pay and recruit top graduates from psychology doctoral programs across the country along with the local HBCU's to work with Dallas County youth in residential and community settings. Dr. Smith noted this continued quest to recruit diversity was also a goal by Senator Royce West and Commissioner Price interjected he too has been seeking to have this achieved.
- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to ratify the submission of the Dallas County Juvenile Department's grant request for the American Psychological Association Internship Program. The motion was unanimously approved.

**M. Renewal Contract Agreement with Victoria County for FY2017:**

It was recommended the Dallas County Juvenile Board approve the Juvenile Department's request to renew the contract with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center, Post-Adjudication Program in Victoria, Texas during FY2017.

- Commissioner Price asked, "If there was any opportunity to bring the program local?" Dr. Smith stated the goal is to keep the pregnant post-adjudicated girls in Dallas County. Judge Shannon asked, what are the associated risks of housing pregnant girls?
- Dr. Smith explained to the Board that pregnant girls are considered high risk but Dallas County is able to provide excellent services through Parkland Health Services.
- Mr. Roddrick Armwood expressed his concerns for housing pregnant girls, which included placing them around other aggressive girls, the pregnant girls being the aggressor, and staffing ratio issues. Dr. Smith assured the Board although there are risks associated; the Juvenile Department is accustomed to handling pregnant girls anywhere from 90 days to 6 months stays at a time. Judge Shannon expressed her concerns about the risks associated with housing pregnant girls in an RTC, which constitutes a longer stay as opposed to short term placement such Detention and START. Ms. Charlotte Edney, Superintendent of Detention interjected stating, "We have had girls in our RDT Program who delivered and then returned to RDT." In addition, on average we have about 3-5 pregnant girls per year in Detention.

- Mr. Ervin Taylor also assured that Board that our staff is properly trained in dealing with pregnant girls and take extra measures to perform proper techniques during a restraint to ensure the safety of youth and the unborn.
- Commissioner Price then moved to approve the utilization of Victoria until such time that we become a secured facility and then reevaluate the need for Victoria as a Placement option.
- Judge Paula Miller stated she thought the Victoria Placement was for youth who exhibit aggressive behaviors and youth who have an extensive run away history and why we could not keep those youth. Dr. Smith explained that before placing youth in Victoria, Dallas County tries numerous placement options. She also explained to the Board once Letot RTC becomes a secure facility the department will be accepting post-adjudicated pregnant girls. Judge Shannon also explained the need for additional placements based on co-actors needing to be separated.
- A motion was made by Commissioner Price to approve the renewal of Victoria County Contract for utilization with the stipulation to reevaluate the need once Letot RTC becomes secure. Judge Paula Miller seconded to approve the Juvenile Department's request to renew the contract with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center, Post-Adjudication Program in Victoria, Texas during FY2017. The motion was unanimously approved.

**N. Any Subsequent action deemed necessary as a result of IX-Litigation-Claim by the Department of State Health Services Case Number 3002160325:**

To be discussed at the Executive Session

- A motion was made by Commissioner Price and seconded by Judge Craig Smith to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made by Commissioner Price and seconded by Judge Craig Smith to convene as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.

**VII. Discussion Items – Academy for Academic Excellence (AAE) Charter School:**

**O. Charter School update:**

Dr. Smith reiterated little to report as AAE was in summer mode.

**VIII. Action Items – AAE Charter School**

**P. Academy for Academic Excellence Budget FY2017:**

It was recommended the Dallas County Academy for Academic Excellence Charter School Board approve the Academy for Academic Excellence Charter School FY2017 Budget as presented.

- Dr. Smith asked the Board to Approve the AAE Budget for FY2017 and mentioned the proposed expenditures account for 92% of salaries and 8% operational expenses.
- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the Academy for Academic Excellence Charter School FY2017 Budget as presented. The motion was unanimously approved.

- A motion was made by Commissioner Price and seconded by Judge Craig Smith to recess as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner Price and seconded by Judge Craig Smith to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

**IX. Executive Session – Juvenile Department**

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

- At 6:05 PM, Judge Cheryl Lee Shannon, Chairman, called the meeting into Executive Session.
- At 6:13 PM, Judge Cheryl Lee Shannon, Chairman, called the Board back into open session and wanted the record to reflect the Board discussed matters by law they are able to discuss, there were no action or votes taken.
- Judge Cheryl Lee Shannon, Chairman, stated the Juvenile Board had no further matters to be considered. The meeting was adjourned at 6:15 PM, following a motion by Commissioner Price seconded by Judge Paula Miller. The motion was unanimously approved. Meeting adjourned.





# PUBLIC COMMENTS IV



# DISCUSSION ITEMS

V



**DISCUSSION**

**ITEM**

**A.**

## **DIRECTOR'S REPORT**

**July 2016**

The Juvenile Department recognized outstanding departmental employees for July 2016: *DCJD Employee of the Month*: Medlock, Juvenile Supervision Officer III Mr. Benny Jackson.

### **PROBATION SERVICES DIVISION**

The Girls' Services Committee sponsored a Girls Rock! Conference on July 22, 2016. The Honorable Curtistene S. McCowan, Mayor of DeSoto, Texas was the guest speaker. Sixty-four (64) female attendees participated in activities that focused on building their self-esteem and goal setting for the coming school year. The youth participated in a panel discussion with youth males about safe dating. A host of vendors also provided the girls with information on banking, health and education. The department would like to extend a special thanks to Patrice Armstead, Bernadette Johnson, and Alicia Lawhorn for hosting this successful event. Mr. Rudy Acosta attended the Residential Substance Abuse Treatment (RSAT) Conference in Providence, Rhode Island from July 25-July 27, 2016. The workshops provided insightful information pertaining to the national and best practice models used in the operation of RSAT facilities.

### **Community Service Restitution (CSR) Update:**

Throughout the month of July 2016, two hundred and eighty-one (281) youth completed a total of one thousand, nine hundred and sixty-six (1,966) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated summer supervised community service restitution projects at the Salvation Army, Goodwill Industries, World Vision, SPCA and the North Texas Food Bank, resulting in the completion of six hundred and seventy-two (672) CSR hours by one hundred and forty-eight (148) youth with probation officers from Field Districts Four, Six and Seven supervising.

### **PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred **41** youth for psychiatric services during June. A total of **43** psychiatric consultations were performed with **33** of those being follow-up consultations. Of the **10** initial psychiatric consultations performed: **8** resulted in no medication being prescribed, **1** had already been prescribed psychotropic medications and continued those, **1** youth was already prescribed psychotropic medication and the medication was discontinued and **0** were started on medication.

### **INSTITUTIONAL SERVICES DIVISION**

#### **DETENTION CENTER**

#### **Program News and Updates:**

Our volunteer Ms. Janet Reynolds is back and all the way from Arizona! Master Teacher and Artist Janet Reynolds has moved to Arizona, but promises to travel back to Dallas as often as possible, just to work with our youth. The male residents in Honors Unit 1-C completed an amazing project that will display in Training/Conference Room 203A. Janet Reynolds remembered a conversation about Art with Dr. Smith nearly a year ago and through her instructions, the residents were able to bring the vision to life. The work is entitled "Transition." Special thanks to YSAB – we simply cannot imagine being without Janet Reynolds! We look forward to her many trips back to the Couverture Studio! Next project – another Mural!



Thanks to Big Thought and Theater Director, Camille Haley, our Honors and RDT girls finished their summer theatrical program with productions written and performed by the girls in full costume. The goal of the 5-week program was to build self-esteem, teach the girls important communication skills and to have fun. The girls had a blast!

Our goal this year is to inspire our youth to Change Their Thoughts and Change Their Lives! We have altered placement of our volunteers to ensure that all of our youth have an opportunity to participate in the various spiritual enrichment and life and social skills programs. We are determined for our youth to experience Change in 2016.

#### **Volunteer Programs and Residents Activity:**

**Total Volunteers/Hours for June 2016:** Volunteers: 70 Hours: 315.75

Dallas County HHS tested/counseled **0** residents, **0** positive for Syphilis and **0** positive for HIV

DETENTION CENTER			
<i>Detention</i>	June	July	YTD
Admissions	194	168	1591
Releases	213	214	1603
ADP	184	148	170
ALOS (days)	31.5	32.5	23.6
Detention Hearings	503	372	3440
TJJD/Placement Trips	12	9	78
Local trips	64	51	443
Youth transported	43	39	1411
START			
Admissions	9	13	81
Releases	10	14	79
Successful	9	14	72
Unsuccessful	1	0	7
Administrative	0	0	0
ADP	34	33	32
ALOS	59.7	59.0	73.5

**Volunteer Programs:** Other Programs: Lend-an-Ear

**Life/Social Skill Programs:** ALERT Ministries – Robot Wars Computer Programming; Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work Traffick911 – TRAPS (Traps of a Trafficker); Making Proud Choices

**Spiritual Enrichment/Ministry Bible Study:** Covenant Church, A-Team, Snickers Church (formally 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: 20 residents

**July Special Programs/Events:** Movie Night: Movies and refreshments made possible by Robert Cahill, One Way

Films

- Unconditional
- In the Blink of an Eye

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

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

Special Event: Bill Glass Behind the Walls

**MARZELLE C. HILL TRANSITION CENTER**

**Program Updates:** We had Bill Glass to come this month and all youth participated and really enjoyed the event. We continue to have Art Expression which the youth enjoy.

**Program and Residents Activities:** We have started to conduct groups from an evidence-based skills training curriculum at the Hill Center, Aggression Replacement Training (ART). We are still working to get training from the field to have a group that will help our youth better understand the conditions of their probation. We continue to partner with Traffic911 who conducted groups with the female residents and also provided informative groups 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.

HILL CENTER			
	June	June	YTD
Admissions	24	33	231
ADP	31	33	32
ALOS	28.5	28.9	29
Releases	27	26	214
Total Youth Served	57	63	251

**Medical Services:** There were 0 medical issues during July 2016.

**Volunteer Services:** 10 groups including 35 individuals provided a total of 102 hours of service.

**MEDLOCK CENTER****New Initiatives:**

Bill Glass Behind the Walls volunteers came to the facility on Saturday, July 16th. Forty-eight volunteers participated in the program. Overall, the program was a success for the youth and the participants. During the week of July 11th through July 15th the Education staff administered the End of Course STAAR test for the high school students that had prior unsuccessful attempts and/or those who may have not taken it previously. Twelve youth participated in the Food Handler's Certification program sponsored by Youth With Faces. The facility's "Back to School Bash" will be held on August 11th.

**Activities:** First 3 Years, Full Gospel Holy Temple, Lake Pointe Baptist Church, Potter's House, and Pleasant Valley Baptist Church, and Life Quest Essentials who also sponsored the Adopt-a-Dorm activities.

**Medical Services:** Fourteen (14) youth were transported to Dr. Jerome McNeil Detention Center for routine dental care. One (1) youth was transported to Parkland Hospital and two (2) youth were transported to Children's Hospital. One (1) youth was transported to Sandra Clark Funeral Home to attend his grandmother's wake services.

MEDLOCK CENTER			
	June	July	YTD
Admissions	13	8	43
Releases	11	4	43
Successful	11	4	43
Unsuccessful	0	0	0
Administrative	0	0	0
ALOS (days)	111.6	97.4	139.2
ADP	38	38	39
Total Youth Served	46	43	82
MEDLOCK STARS			
	June	July	YTD
Admissions	4	4	24
Releases	2	0	10
Successful	2	0	8
Unsuccessful	0	0	2
Administrative	0	0	0
ADP	30	31	26
Total Youth Served	32	34	34

**TJJD Reports:** None to report for the month

**Volunteer /Intern Hours:** Forty three (43) Behind The Walls volunteers provided three hundred-thirty six (336) hours of service during their day of service. There were several other volunteers that provided a total of twelve (12) hours of service. The total number of volunteer hours for the month of July is three hundred forty eight (348).

**YOUTH VILLAGE**

Family Training, PREP, Culinary Arts, Food Management, El Centro College Computer, Welding and First 3 Years Program/George University Research Project, Horticulture Program, Gang Intervention, Anger Management, Book Club Programs, and Bill Glass Event.

YOUTH VILLAGE			
	June	July	YTD
Admitted	11	15	77
ADP	54	53	50
Total Youth Served	65	78	122
Releases	11	13	66
Successful	11	9	52
Unsuccessful	0	4	10
Administrative Rel.	0	0	4
ALOS (days)	101.4	90.6	125

**Off Campus:** Eight (8) residents were transported to SMU to attend Creative Solutions, A Program of Big Thought Musical Performance. Twelve (12) residents were transported to the Juvenile Detention Center for dental care. Sixteen (16) residents worked at the Café Momentum pop-up Dinner. One (1) resident was transported to Parkland Hand Center for follow up treatment and care. Three (3) residents were transported to Detention for Review Hearings.

**Volunteer/Intern Hours:** Three (3) individual volunteers provided thirteen (13) hours. Two (2) chaplains provided two (2) hours of service. Thirteen (13) Group program volunteers provided two-hundred-twenty (220) hours of service for a total of two hundred thirty-five (235) volunteer hours for the month.

**Training:** Re-certification training: Online/Web Trainings. One (1) new employee completed the New Employee Orientation training provided by the Juvenile Department's Training Unit.

**Medical Services:** Nine (9) residents were transported to dental appointments at Juvenile Detention Center; Sixteen (16) were treated at the Med Van and one resident (1) was seen by the Psychiatrist on campus.

**Religious Programs:** Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible, and Shady Grove Baptist Church, Concord Baptist Church.

**Account of Reportable Injuries:** There were no reportable injuries for July.

**Escape/Furlough:** On July 10<sup>th</sup> youths J. F. and B. G. absconded from the facility. B. G. returned after being frightened by something in the wooded area in the back of the facility. He was returned to the Detention Center by facility staff. J. F. remains on warrant status.

**LETOT CENTER****Community Initiatives:**

Non-Residential Services received 49 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 8 youth and families attending ESTEEM Court. Two (2) youth began services. Two youth were referred during the month of July. Aim, Functional Family Therapy, and Clinical have been providing services. The girls participated in two outings in the month of July. The girls took a tour of El Centro College's Culinary School on July 20, 2016. They learned about the culinary industry and the different programs the culinary school had to offer. They also learned about the requirements to be accepted into the programs, as well as the many venues a student could work in with their degree.

The girls toured the school's kitchens and were able to observe current students actively participating in their learning of the culinary arts. On July 28, 2016, the girls took a tour of the movie studio, Reel FX. They learned how the animated industry works.

**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 others to 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 support they have to change the problem.

**Medical Services:** Residential: Health Screens – 6, Call Backs – 1, Doctor's visits -20

**Volunteer Services:** Faith-Based Volunteers: worship and religious study – 6 volunteers, 4 hours; Life Skills Volunteers: visiting and teaching - 42 volunteers, 31 hours; Special Events: volunteer, 0 hour.

LETOT CENTER			
Residential	June	July	YTD
Admissions	19	9	114
Releases	21	13	116
ADP	30	17	20
ALOS (days)	26.4	35.5	35.9
Total Youth Served	43	31	134
Intake/Orientation			
Admissions	68	41	422
Releases	67	41	422
ADP	2	1	2
ALOS (days)	0.5	0.4	1.1
Total Youth Served	68	42	423

**Clinical Services:** In the Residential Unit, Clinical Services held seven process groups with male youth (10 residents) and eight process groups with female youth (16 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 allowed the Clinical team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (37 rounds).

#### LETOT RESIDENTIAL TREATMENT CENTER

**Residential Services:** Drug Education: Provided by the Dallas County Juvenile Department's Substance Abuse Unit.

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

#### **Volunteer Groups:**

**Big Thought:** Residents participated in a photography class learning the art of taking photos and how to use a camera. Residents also participated in pottery/art class making bowls, plates and figurines and ornaments to give to their families.

**Planned Parenthood:** Provides residents with information on health education.

**St. John's Church:** Residents are able to participate in Bible study and religious activities if they choose.

**Concord Church:** Met with the residents and provided life skill activities and religious guidance.

LETOT RTC			
Residential Treatment	May	June	YTD
Admissions	2	1	12
Releases	0	4	9
ADP	16	15	15
ALOS (days)	0	153	156
Total Youth Served	17	18	26



**Enrichment Programs:**

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

Phase 3, Five (5) Residents were able to participate in a preparing food for the Juvenile Board.

5 residents were hired to work at Speed Zone. All residents participated in orientation.

Career Readiness: Residents are able to learn about college preparation, writing resumes, finding jobs and how to dress for interviews.

**Medical Services:** Residential: Health Screens – 0, Call Backs – 0, Doctor's visits – 14

**Volunteer Services:** Worship and religious study – 11 volunteer, 8 hours; Life Skills Volunteers: visiting and teaching -5 volunteers, 20 hours; Special Events: 0 volunteers, 0 hours..

Yoga group: All residents participated in bi-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 residents received weekly individual therapy (total of 65 hours in the month of July). The girls also received daily group therapy (art, coping skills, girl empowerment, and process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eight art groups this month. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Eight coping skills groups were provided. The girl empowerment group enables the girls to increase their self-protective skills by discussing healthy and unhealthy relationships and power dynamics. Eight girl empowerment groups were conducted. The girls also participated in process groups to improve communication, regulate emotions, and strengthen interpersonal skills.

Family therapy was also provided to 15 residents (20.5 client-contact hours). The clinical team also provided crisis intervention (24.25 client-contact hours) and clinical rounds (121 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day. Seven of the sixteen residents have also attended 7 substance abuse education groups in the month July. These groups are conducted by Ms. Roshunda Hartfield.

One youth was referred to the Parkland psychiatrist to continue monitoring their psychiatric health.

## July 2016 Referrals

	Alleged Delinquent Behavior														Alleged CINS Behavior										Other Referrals				All Referrals															
	Felonies														Status Only										Other than Status Only					Total Other														
	Class A & B Misdemeanors														Violation of Court Order										Total CINS					Contract Detention					Crisis Intervention					Other Administrative				
	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd	Contempt of Magistrate	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other																
	0	11	9	12	0	23	11	3	2	2	6	79	85%	5	26	12	11	19	32	0	184	77%	44	92%	0	17	0	0	16	33	45%	1	0	0	1	50%	262	72%						
	0	0	0	5	0	3	1	0	4	1	0	14	15%	0	9	16	2	1	14	0	56	23%	4	8%	0	29	0	0	11	40	55%	1	0	0	1	50%	101	28%						
												93									240		48						73		2		363											
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	0	0	0	0	0%	0	0	0	0	0%	0	0%							
Asian	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	0	0	0	0	0%	0	0	0	0	0%	0	0%							
Black	0	2	7	11	0	9	7	1	0	1	4	42	45%	1	19	18	10	2	23	0	115	48%	28	58%	0	13	0	0	0	12	25	34%	1	0	0	1	50%	169	47%					
Hispanic	0	5	2	5	0	17	5	2	5	1	1	43	46%	3	12	8	2	15	19	0	102	43%	18	38%	0	23	0	0	0	11	34	47%	1	0	0	1	50%	155	43%					
White	0	4	0	1	0	0	0	0	1	1	1	8	9%	1	4	2	1	3	4	0	23	10%	2	4%	0	10	0	0	0	4	14	19%	0	0	0	0	0%	39	11%					
Unknown	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	0	0	0	0	0	0%	0	0	0	0	0%	0	0%						
												93									240		48						73		2		363											
10 Years Old	0	0	0	2	0	0	0	0	0	0	0	2	2%	0	0	0	0	0	0	0	2	1%	0	0%	0	1	0	0	0	0	1	1%	0	0	0	0	0%	3	1%					
11 Years Old	0	1	0	1	0	1	0	0	0	0	0	3	3%	0	1	0	0	0	0	4	2%	0	0%	0	1	0	0	0	0	1	2	3%	0	0	0	0	0%	6	2%					
12 Years Old	0	2	0	2	0	1	0	0	0	0	0	5	5%	0	2	0	1	1	2	0	11	5%	1	2%	0	1	0	0	0	2	3	4%	0	0	0	0	0%	15	4%					
13 Years Old	0	1	0	3	0	2	0	2	1	0	0	9	10%	0	5	3	1	2	3	0	23	10%	2	4%	0	6	0	0	0	6	12	16%	0	0	0	0	0%	37	10%					
14 Years Old	0	2	2	1	0	5	2	0	3	1	1	17	18%	0	5	3	2	3	5	0	35	15%	9	19%	0	9	0	0	0	5	14	19%	0	0	0	0	0%	58	16%					
15 Years Old	0	2	0	1	0	10	4	0	1	0	4	22	24%	1	8	11	3	2	17	0	64	27%	9	19%	0	14	0	0	0	10	24	33%	1	0	0	1	50%	98	27%					
16 Years Old	0	3	7	6	0	6	6	1	1	2	1	33	35%	4	13	10	6	11	19	0	96	40%	14	29%	0	14	0	0	0	3	17	23%	1	0	0	1	50%	128	35%					
17+ Years Old	0	0	0	1	0	1	0	0	0	0	0	2	2%	0	1	1	0	1	0	5	2%	13	27%	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	18	5%					
												93								240		48							73		2		363											

352 youth accounted for the 363 total referrals.



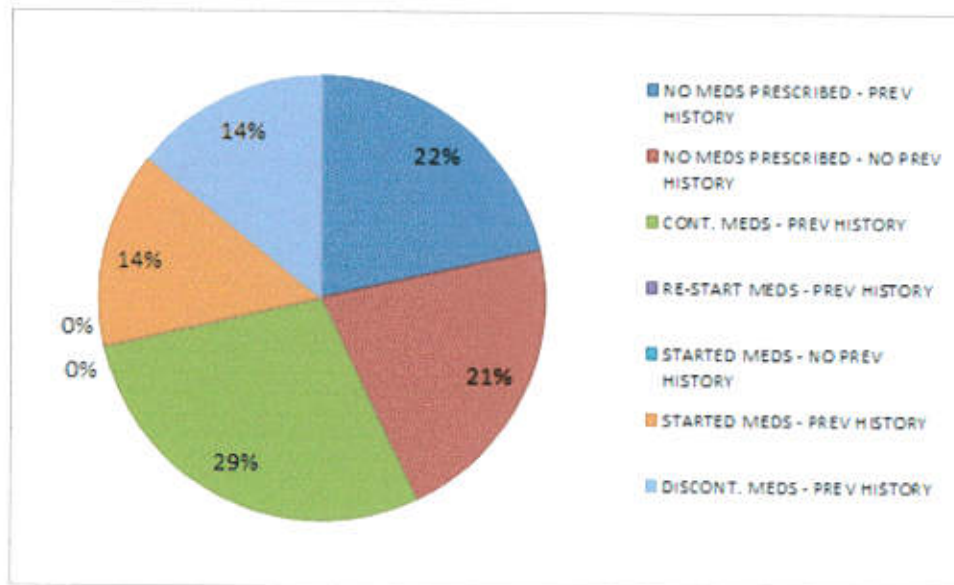


**PSYCHIATRIC CONSULTS COMPLETED - 2016**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Reports Requested	88	155	111	131	96	136	116						717
2. Total Consultations ( <i>actual reports received</i> )	56	61	42	97	59	43	49						358
A. Initial Consultations	28	32	19	29	22	10	14						140
B. Follow-Up Consultations	28	29	23	68	37	33	35						218
3. Total Number of Youth Receiving Consultations	55	60	42	92	59	41	49						349

**INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2016**

TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	17	19	10	22	12	8	6						88
2. Medication Discontinued	1	1	1	2	1	1	2						7
3. Continued on Medication	6	8	4	4	3	1	4						26
4. Started on Medication	4	4	4	1	6	0	2						19



NO MEDS PRESCRIBED - PREV HISTORY -	3
NO MEDS PRESCRIBED - NO PREV HISTORY -	3
CONT. MEDS - PREV HISTORY -	4
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	0
STARTED MEDS - PREV HISTORY -	2
DISCONT. MEDS - PREV HISTORY -	2





# DISCUSSION ITEM B.

### **Director's Report Juvenile Justice Alternative Education Program – July 2016**

JJAEP Summer Camp (July 5-22), funded through a TJJD grant, allowed ten (10) youth to participate in a variety of experiences including field trips such as the Dallas Museum of Art, the Reunion Tower, and Dallas World Aquarium. Students were taught social skills three days a week, like character development, financial planning and social skills for a variety of social settings. The students worked with Big Thought every Friday and were introduced to performing and visual arts. Students also had an opportunity to sharpen their academic skills through computer based instruction. Credit recovery options were made available for high school students to recoup credits and accelerated instruction in reading and math for middle school students to build skill and confidence.

Dr. Guillory and Mr. McCann attended the JJAEP Symposium in Georgetown, TX presented by Dr. Marie Welsh from TJJD (July 20-22).



# ACTION ITEM

## C.

## Dr. Jerome McNeil Jr. Detention Center

### 2nd Quarter Report 2016

The Dr. Jerome McNeil, Jr. Detention Center is registered by the Texas Juvenile Justice Department and has the capacity to house 322 youth. 2nd quarter statistics for the facility are:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	12	21	56	<b>89</b>
Mechanical Restraints	5	7	17	<b>29</b>
Escape - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	0	0	1	<b>1</b>
Suicide Gesture - Serious Incident	0	0	0	<b>0</b>
Attempted Suicide - Serious Incident	2	0	5	<b>7</b>
Reportable Injury - Serious Incident	1	5	1	<b>7</b>
Staff Injuries	1	4	3	<b>8</b>
Youth on Youth Physical Assault - Serious Incident	4	4	9	<b>17</b>
Youth on Youth Sexual Conduct	0	0	0	<b>0</b>

#### Account of Reportable Injuries:

April 26, 2016: Resident A.J was transported to Parkland Hospital for a cut over his left eye sustained when a basketball hit him during recreation.

May 12, 2016: Resident K.M. was transported to Parkland by EMT, after she fell to the floor and was non-responsive. She was transported to the clinic in a wheelchair until EMT arrived.

May 13, 2016: Resident K.M. stated she was dizzy, and started vomiting. It appeared she started to have a seizure and continued having multiple seizures upon the arrival of medical staff; a decision was made to call EMT services.

May 24, 2016: during visual room checks Resident K.M was found unresponsive on the floor next to vomit, it appeared to medical staff she had a seizure. She was escorted in a wheel chair to medical area until EMT arrived on scene. She was transported to Parkland Hospital.

May 25, 2016: Resident K.M. was enroute back to Juvenile facility when she started to feel dizzy. After exiting the transportation van she fell to the ground and started shaking. Medical staff was dispatched and advised the staff to call the paramedics. Resident was transported to Parkland Hospital via ambulance.

May 31, 2016: Resident A.H. began to have breathing issues, medical staff was dispatched to his section to assist but to no avail, his breathing issues continued after being taken to clinic. Medical decided to contact EMT, and resident was transported to Parkland Memorial Hospital via ambulance.



# **Dr. Jerome McNeil Jr. Detention Center**

## **2nd Quarter Report 2016**

**Page 2**

June 20, 2016: Resident G. L. was choking on an orange during breakfast time. Our staff attended to the youth prior to Medical staff arriving in the area, making the resident cough until she could breathe properly. No further injuries to report.

### **Suicidal attempts Incident:**

April 5, 2016: Resident R.S. held a pillow case to his throat and wrapped the pillow case around his neck. The resident was placed on Paper Gown and W-1 status per Psychology. Resident refused medical attention.

April 11, 2016: Resident G. L. attempted to tie a shirt around her neck but was prevented from before doing so; Resident G.L. placed a blanket and pillowcase again over her head. The resident was placed on Paper Gown and W-1 status per Psychology. No additional Medical treatment required.

June 3, 2016: Resident B.G. placed her shirt around her neck. The resident was placed on Paper Gown status per Psychology. No additional Medical treatment required.

June 8, 2016: Resident T.S. ripped his shirt and placed it around his neck. The resident was placed in Paper Gown status per psychology.

June 9, 2016: Resident T. S. placed the lining from the Paper Gown around his face. Then a code blue was called due to the resident appearing to be choking on the Paper Gown lining. He was transported to medical area with no injuries to report. The resident remained on Paper Gown and W-1 status per psychology.

June 26, 2016: Resident D.G. tied his shirt around his neck. It was removed, and the resident was placed on Paper Gown and W-1 status per Psychology.

June 27, 2016: Resident D.G tied his pants around his neck. The pants were removed, and the resident was placed on Paper Gown and W-1 status per Psychology.

## Dr. Jerome McNeil Jr. Detention Center START 2nd Quarter Report 2016

The Dr. Jerome McNeil, Jr. Detention Center is registered by the Texas Juvenile Justice Department and has the capacity to house 322 youth. 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	7	12	3	<b>22</b>
Mechanical Restraints	2	0	0	<b>2</b>
Escape - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	0	0	0	<b>0</b>
Suicide Gesture - Serious Incident	0	0	0	<b>0</b>
Attempted Suicide - Serious Incident	0	0	0	<b>0</b>
Youth on Youth Physical Assault - Serious Incident	0	4	2	<b>6</b>
Youth on Youth Sexual Conduct	0	0	0	<b>0</b>
Reportable Injury - Serious Incident	0	1	0	<b>1</b>
Staff Injuries	0	1	0	<b>1</b>

### **Account of Reportable Injuries:**

May 23, 2016: Resident C.W. was transported by staff to Children's Medical Center due to a laceration on the resident's chin that was a result of being restrained.

## **Dr. Jerome McNeil Jr. Detention Center RDT 2nd Quarter Report 2016**

The Dr. Jerome McNeil, Jr. Detention Center is registered by the Texas Juvenile Justice Department and has the capacity to house 322 youth. 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	2	3	3	<b>8</b>
Mechanical Restraints	0	0	0	<b>0</b>
Escape - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	0	0	0	<b>0</b>
Suicide Gesture - Serious Incident	0	0	0	<b>0</b>
Attempted Suicide - Serious Incident	0	0	0	<b>0</b>
Youth on Youth Physical Assault - Serious Incident	2	8	4	<b>14</b>
Youth on Youth Sexual Conduct	0	0	0	<b>0</b>
Reportable Injury - Serious Incident	0	0	0	<b>0</b>
Staff Injuries	0	0	0	<b>0</b>

### **Account of Resident Injuries:**

April 2016: None

May 2016: None

June 2016: None

## Marzelle C. Hill Transition Center

### 2nd Quarter Report 2016

The Marzelle C. Hill Transition Center is registered by the Texas Juvenile Justice Department and has the capacity to house 48 youth. 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	9	12	4	<b>25</b>
Mechanical Restraints	0	0	0	<b>0</b>
Escape - Serious Incident	0	0	0	<b>0</b>
Attempted Escape - Serious Incident	0	0	0	<b>0</b>
Suicide Gesture - Serious Incident	0	0	0	<b>0</b>
Reportable Injury - Serious Incident	1	1	0	<b>2</b>
Youth on Youth Physical Assault - Serious Incident	4	2	0	<b>6</b>
Attempted Suicide - Serious Incident	0	0	0	<b>0</b>
Staff Injuries	0	0	0	<b>0</b>
Youth on Youth Sexual Conduct	0	0	0	<b>0</b>

#### **Account of Reportable Injuries:**

April 29, 2016: Resident A.B. was transported by staff to Children's Medical Center due to being assaulted and injury to the eye, recommendation made by medical staff, Dr. Jill Strachan-Batson.

May 10, 2016: Resident K.B. was transported by staff to Children's Medical Center due to his sickle cell anemia, recommendation made by medical staff, Dr. Jill Strachan-Batson.



## Dallas County Youth Village 2nd Quarter Report 2016

The Dallas County Youth Village is a General Residential Operations that house up to 72 youth and is registered by the Texas Juvenile Justice Department. 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	7	5	5	<b>17</b>
Mechanical Restraints	0	0	0	<b>0</b>
Runaway - Serious Incident	0	1	0	<b>1</b>
Attempted Escape - Serious Incident	0	0	0	<b>0</b>
Suicide gesture - Serious Incident	0	0	0	<b>0</b>
Reportable Injury - Serious Incident	3	1	0	<b>4</b>
Youth on Youth Physical Assault - Serious Incident	1	0	0	<b>1</b>
Youth on Youth Sexual Assault - Serious Incident	0	0	0	<b>0</b>
Attempted Suicide - Serious Incident	0	0	0	<b>0</b>
Staff Injuries Requiring Medical Treatment	0	0	0	<b>0</b>

### **Account of Reportable Injuries:**

April 4, 2016: Resident A. H. was transported to Parkland Medical Center for treatment of a facial laceration that he sustained during a physical altercation with resident N. G. He was treated and released.

April 10, 2016: Resident L. P. was transported to Parkland Medical Center and treated for lacerations to his hand and arm. He injured himself by running into a window in his dorm during an activity. He was released back to the campus for follow-up treatment and care.

April 11, 2016: Resident F. K. was transported to Parkland Medical Center due to a hairline fracture on the hand that occurred during large muscle exercise.

May 14, 2016: Resident N. C. was transported to Parkland Medical Center for a dislocated finger injury that occurred during a recreational activity. He was released after he was treated.

**Runaway:** May 6, 2016: Resident R. A. absconded from the facility and is now detained in the detention center.

## Lyle B. Medlock 2nd Quarter Report 2016

Lyle B. Medlock Treatment Facility is registered by the Texas Juvenile Justice Department and has the capacity to house 96 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	4	1	1	6
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	2	1	3
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	1	1	2
Youth on Youth Sexual Conduct (Non- Contact)	0	1	0	1

### Account of Reportable Injuries:

May 19, 2016: Resident B. H. sustained a small red mark to the right side of his neck during a physical restraint. The youth required treatment at the facility; it was reported to TJJD as a result of an allegation.

May 27, 2016: Resident M. T. flashed Resident A. Torres after taking a shower. There was no physical contact.

June 8, 2016: Resident S. R. was grazed in his left cheek, redness on the left side of his neck and under his left eye, as a result from the supervisor's keys from the reaction of the youth forcefully grabbing the supervisor's arm to snatch papers. The youth required treatment at the facility; it was reported to TJJD as a result of an allegation.

## Letot Center 2nd Quarter Report 2016

The Letot Center is registered by the Texas Juvenile Justice Department and has the capacity to house 40 residents (Orientation and Residential programs). 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	1	0	2	3
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	1	1	0	2
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth Sexual Conduct - Serious Incident	0	0	0	0
Resident Injuries Requiring Medical Treatment	0	0	0	0
Staff Injuries Requiring Medical Treatment	0	0	0	0

### **Account of Resident Injuries:**

April 2016: None

May 2016: None

June 2016: None

## Letot Residential Treatment Center

### 2nd Quarter Report 2016

The Letot Residential Treatment Center is registered by the Texas Juvenile Justice Department and has the capacity to house 96 residents. 2nd quarter statistics for the facility are as follows:

<b>Incident Description (Performance Measures)</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Quarter Total</b>
Physical Restraints	0	0	1	1
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	0	0	1	1
Attempted Escape - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth Sexual Conduct- Serious Incident	0	0	0	0
Resident Injuries Requiring Medical Treatment	0	0	0	0
Staff Injuries Requiring Medical Treatment	0	0	1	1

#### **Account of Reportable Injuries:**

April 2016: None

May 2016: None

June 2016: None





**ACTION ITEM**

**D.**



# ACTION ITEMS

VI



**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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Re:** Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Jr. Juvenile Detention Center, 2600 Lone Star Dr., Dallas, TX.

**BACKGROUND INFORMATION**

Section 51.12 of the Texas Family Code establishes the place and conditions of detention for juveniles. Subsection(c) mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the detention of children."*

Section 51.125 of the Texas Family Code establishes requirements for Post-Adjudication Correctional Facilities and mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children."*

On August 24th, 2015, during its regular meeting, the Juvenile Board certified the Pre and Post-Adjudication programs located at the Dr. Jerome McNeil Jr. Detention Center, 2600 Lone Star Drive in Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. Current TJJD contract regulations require Juvenile Departments that operate or contract for the operation of facilities "to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities" or "TJJD standards for post-adjudication correctional facilities," as appropriate.

The Texas Juvenile Justice Department conducted a Benchmark Audit of the pre- and post-adjudication programs on June 6th – June 10th, 2016. The monitoring visits were a review of the pre-and post-adjudication programs' compliance with TJJD standards. It is noted that both the pre and post adjudication programs were deemed suitable for the confinement of youth.

Types of Rooms	Original beds	Expansion beds	Total beds
Single Occupancy	160	192	352
Multiple occupancy (Honors Dorms)	40	0	40
Restricted Activity	16	16	32
Medical Isolation	8	0	8
TOTAL BEDS	224	208	432



The purpose of this brief is to seek Juvenile Board certification of the Dr. Jerome McNeil Jr. Juvenile Detention Center as suitable for the detention and confinement of children in accordance with Sections 51.12(c) and 51.125 of the Texas Family Code. It is requested that the Juvenile Board certify the facility to include 248 beds for pre-adjudication residents, 110 beds for post-adjudication residents (START and drug treatment programs) and 74 dual-certification beds which include 50 single occupancy beds, 16 restricted activity beds, and 8 medical isolation beds as follows:

Pre-adjudication:	248 beds	{Units 1, 5, 6 and 16 of the 32 restricted activity beds}
Post-adjudication:	110 beds	{Sections 2A, 2B, 2C, 2D, 2E, 2H, 3A, 3B, 3C, 3D, 3E}
Dual certification:	74 beds	{Sections 2F, 2G, 3F, 3G, 3H, 16 restricted activity beds and 8 medical isolation beds}

### **PROGRAM IMPACT**

Adherence to mandated standards ensures appropriate care and safety for residents, staff, and visitors while providing staff members with uniform guidelines to follow in the discharge of their duties. Programs housed in the Detention Center will continue to be certified using Chapter 343, Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities, published by the Texas Juvenile Justice Department, which includes standards that apply to both pre and post-adjudication programs, and specific standards applicable to each type of program.

It is noted that the DCJRD program is also licensed by the Texas Department of State Health Services for the provision of residential drug treatment.

### **PROGRAM DESCRIPTION**

The pre-adjudication program in the Detention Center provides a *safe and secure environment* for detained youth pending court disposition and/or transfer to another agency or jurisdiction. In contrast, the post-adjudication program serves as a residential drug treatment program and a short-term residential program for youth court-ordered to receive such services. The residential drug treatment program is licensed by the Texas State Department of State Health Services and has the capacity to provide treatment for 60 youth.

### **STRATEGIC PLAN COMPLIANCE**

This request conforms with the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*. Specifically, the current request aligns crime prevention goals with other governmental entities as well as represents *effective allocation of juvenile justice resources around Dallas County*.

### **LEGAL INFORMATION:**

Section 51.12 of the Texas Family Code establishes the place and conditions of detention for juveniles. Subsection(c) mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Probation Commission that the facilities are suitable or unsuitable for the detention of children."*

Section 51.125 of the Texas Family Code establishes requirements for Post-Adjudication Correctional Facilities and mandates that *"each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children."*

**FINANCIAL IMPACT:**

Facilities found by the Texas Juvenile Justice Department to be out of compliance with standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Henry Wade Juvenile Detention Center is \$141.97 per child per day with the operating cost of the program being \$14,658,725.

**RECOMMENDATION:**

The Juvenile Department recommends that the Juvenile Board certify the Pre and Post-Adjudication programs located in the Dr. Jerome McNeil Jr. Detention Center at 2600 Lone Star Drive, Dallas, TX as suitable for the detention and confinement of children, following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Department further recommends that 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.

Recommended by:



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

**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**Texas Administrative Code Chapter 343 Standards Compliance Report**  
**DR. JEROME MCNEIL JR. DETENTION CENTER (PRE)**

Facility Name <b>DR. JEROME MCNEIL JR. DETENTION CENTER (PRE)</b>			Monitoring visit Start Date <b>06/06/2016</b>
Facility's Physical Address <b>2600 Lone Star                      Dallas                      TX 75212</b>		Facility Administrator <b>Charlotte Edney</b>	Monitoring visit End Date <b>06/09/2016</b>
Facility Responsible Party <b>Nekandra Coulter</b>	Chief Juvenile Probation Officer <b>Dr. Terry Snow-Smith</b>	Juvenile Board Chairperson <b>Honorable Cheryl Shannon</b>	Report Issue Date <b>06/16/2016</b>
Lead TJJD Staff <b>Mary Overby</b>		Additional TJJD Staff <b>Caleb Walker, Robert Cortez, Nick Perales, Joe Childs, Rachel Kapur (desk r</b>	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile pre-adjudication secure detention facilities, post-adjudication secure correctional facilities, and non-secure correctional facilities in each Texas county pursuant to Texas Family Code Sections 51.12, 51.125 and 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 343. This standards compliance report fulfills the mandates of Texas law.

### **TJJD Facility Suitability Determination**

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for pre-adjudication detention facilities, post-adjudication correctional facilities and non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.12 (pre) and Section 51.125 (post) and based on the objective assesment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP). The required PIP shall be submitted on or before 6/26/2016.	<b>Yes</b>
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DR. JEROME MCNEIL JR. DETENTION CENTER (PRE), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

### **Comments**

This report reflects the formal findings of the TJJD's FY 2016 scheduled on-site compliance monitoring visit specific to the facility's adherence to rules set forth in TAC Chapter 343 relating to Secure Juvenile Pre-Adjudication Detention Facilities.

### **Technical Assistance**

In addition to making formal findings of standards compliance and non-compliance, the TJJD can make formal technical assistance recommendations relating to observations made during compliance reviews. Corrective Technical Assistance recommendations are pointed instructions or advice on how a facility can correct an area of standards non-compliance that was not cited as such. Discretionary Technical Assistance recommendations are limited to suggested best practices and/or professional observations related to a facility practice or compliance strategy. There is no requirement or expectation that a facility provide the TJJD with a response regarding either type of formal technical assistance that has been identified in this report.

The facility was provided Corrective Technical Assistance for the following standards:

§343.274, Resident Discipline Plan

The facility was not provided with any Discretionary Technical Assistance.

The specific Technical Assistance recommendations that were provided can be found in the finding narrative for the noted standards.



**Standards in Non-Compliance****Standard 343.230****Description**

§343.230. Specialized Housing.

- (a) A resident in specialized housing shall be placed in a room or cell equipped with:
- (1) an operable toilet above floor level;
  - (2) a washbasin with hot and cold running water or a single control that produces warm water;
  - (3) a bed above floor level; and
  - (4) access to natural light as described in §343.226 of this title.
- (b) Rooms or cells used for specialized housing shall meet the spatial requirements in:
- (1) §343.452 and §343.644 of this title if the room or cell is in a single-occupancy housing unit; or
  - (2) §343.474 and §343.656 of this title if the room or cell is in a multiple-occupancy housing unit.
- (c) The mattress may be temporarily removed from a specialized housing room or cell if the resident:
- (1) is actively damaging or destroying the mattress;
  - (2) is using the mattress for an unintended purpose (e.g., obstructing a doorway or window, folding to use as a makeshift stepstool, etc.); or
  - (3) has exhibited a documented pattern of disruptive behavior in an effort to be assigned to specialized housing to avoid educational instruction.

**Findings**

TJJD verified that all specialized housing rooms are equipped with a toilet, washbasin with hot and cold running water, a bed above floor level and have a minimum ceiling height of 7.5 feet and a minimum of 60 square feet of floor space. However, during tour of the facility there were six isolation rooms identified to have no natural lighting, the rooms in units 5I and 6I (1),(2), and (8) are on the registry and are currently used by the facility for seclusion. The six rooms identified were added sometime in 2004 which makes these rooms applicable for all the requirements in this standard including the natural lighting requirements listed in 343.226 element (b)(1).

**Standard 343.351****Description**

343.351. Suicidal Youth Log.

- (a) The facility shall maintain a log for all residents classified as moderate or high risk for suicidal behavior. The log shall show, in chronological order by date, the following information:
- (1) name of the resident;
  - (2) date and time the resident was classified as moderate or high risk for suicidal behavior; and
  - (3) date and time the resident was removed from classification as moderate or high risk for suicidal behavior.
- (b) The log is not required to show reclassifications between high risk and moderate risk status.

**Findings**

TJJD staff verified that the facility maintains a log for all residents classified as moderate or high risk for suicidal behavior. However, the log did not document the following information: (2) time the resident was classified as moderate or high risk for suicidal behavior; and (3) time the resident was removed from classification as moderate or high risk for suicidal behavior, as required by standard.

**Standard** 343.352**Description**

343.352. Visitation.

- (a) Residents have the right to receive visitors and to communicate subject only to the limitations authorized in §343.354 of this title.
- (b) Residents shall be allowed visitation by a parent, legal guardian, or custodian at least once every seven calendar days for at least thirty minutes or the equivalent over multiple visits.
- (c) The parent, legal guardian, or custodian of the resident shall be notified of the visitation schedule.
- (d) A registry of all visitors shall be maintained. The registry shall document:
  - (1) each visitor's name and relationship to the resident; and
  - (2) the date and time of each visit.

**Findings****Non-Compliant Component:**

TJJD reviewed the facilities visitation log and determined that there were multiple days in which the log had no time in or out for the following residents:

On 1/28/16; K.H. in section 5c

On 2/26/16; J.N. in section 5h, J.P. in section 1a, G.S. in section 5h, D.S. in section 6b, D.W. in section 1d, J.S. in section 6h, A.P. in section 5h, D.W. in section 5e,

On 2/13/16; G.B. in section 6f, F.C. in section 1d, E.C. in section 1c, I.L. in section 5f

On 3/30/16; K.C. in section 5h, R.B. in section 5f,

On 4/10/16; J.S. in section 1d, C.C. in section 5a, J.S. in section 6h

**Compliant Components:**

TJJD staff also interviewed residents who reported that they receive at least 30 minutes of visitation every seven calendar days.

Additionally, the facility administrator completed the TJJD Facility Administrator Questionnaire regarding the requirements of this standard and no areas of concern were identified.

**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**Texas Administrative Code Chapter 343 Standards Compliance Report**  
**DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG**  
**TREATMENT (POST)**

Facility Name		Monitoring visit Start Date	
DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST)		6/6/2016 12:00:00 AM	
Facility's Physical Address		Facility Administrator	Monitoring visit End Date
2600 Lone Star Drive	Dallas TX 75212	Charlotte Edney	6/9/2016 12:00:00 AM
Facility Responsible Party	Chief Juvenile Probation Officer	Juvenile Board Chairperson	Report Issue Date
Nekandra Coulter	Dr. Terry Snow-Smith	Honorable Cheryl Shannon	06/16/2016
Lead TJJD Staff	Additional TJJD Staff		
Ameli Pena	Lirio Gilbert, Ayo Omoniyi, and Mary Jane Overby (Desk Review)		

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile pre-adjudication secure detention facilities, post-adjudication secure correctional facilities, and non-secure correctional facilities in each Texas county pursuant to Texas Family Code Sections 51.12, 51.125 and 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 343. This standards compliance report fulfils the mandates of Texas law.

### TJJD Facility Suitability Determination

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for pre-adjudication detention facilities, post-adjudication correctional facilities and non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.12 (pre) and Section 51.125 (post) and based on the objective assesment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP). The required PIP shall be submitted on or before 6/26/2016.	Yes
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

### Comments

This report reflects the formal findings of the TJJD's FY 2016 scheduled on-site compliance monitoring visit specific to the facility's adherence to rules set forth in TAC Chapter 343 relating to Secure Juvenile Post-Adjudication Correctional Facilities.

### Technical Assistance

Texas Juvenile Justice Department  
Standard Compliance Report

In addition to making formal findings of standards compliance and non-compliance, the TJJD can make formal technical assistance recommendations relating to observations made during compliance reviews. Corrective Technical Assistance recommendations are pointed instructions or advice on how a facility can correct an area of standards non-compliance that was not cited as such. Discretionary Technical Assistance recommendations are limited to suggested best practices and/or professional observations related to a facility practice or compliance strategy. There is no requirement or expectation that a facility provide the TJJD with a response regarding either type of formal technical assistance that has been identified in this report.

The facility was provided Corrective Technical Assistance for the following standards:

§343.274. Resident Discipline Plan

The specific Technical Assistance recommendation that was provided can be found in the finding narrative for the noted standard.



**Date of Issue** 06/16/2016

**Texas Administrative Code**

**Standard**

**Description**

**Findings**

**JUVENILE BOARD ORDER**

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August, 2016, 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,** Section 51.12(c) and 51.125 of the Texas Family Code establishes the place and conditions of detention and confinement for children; and

**WHEREAS,** Section 51.12 Subsection(c) mandates that "each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile pre-adjudication secure detention facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the detention of children"; and

**WHEREAS,** Section 51.125 mandates that "each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the confinement of children"; and

**WHEREAS,** the Judges of the juvenile courts and a majority of members of the Juvenile Board personally inspected the Dr. Jerome McNeil Jr. Detention Center Pre and Post Adjudication Programs; and

**WHEREAS,** the Juvenile Department recommends the facility be certified for 248 beds for Pre-Adjudication, 110 beds for post-adjudication, and 74 beds with dual certification; and

**WHEREAS,** as a result of the personal tour and inspection, the judges of the juvenile courts and the Dallas County Juvenile Board certify the Pre and Post-Adjudication programs located in the Detention Center at 2600 Lone Star Drive, Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by the strategy to maximize the *effectiveness of the County's criminal justice resources*.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board certifies the programs located in the Detention Center at 2600 Lone Star Drive, Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board certifies 248 beds for pre-adjudication, 110 beds for post-adjudication, and 74 beds with dual certification.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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**

**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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Re:** 2016 Annual Review of Dallas County Juvenile Detention Center Policies and Procedures

**BACKGROUND OF ISSUE**

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Probation Officer to enforce and annually review those policies and procedures adopted by the juvenile board:

*§341.3 Policy and Procedures*

*(b) Department Policies. The juvenile board must adopt written department policies and procedures...*

*§341.9 Policy and Procedure Manual*

*(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.*

*(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.*

*§343.204. Facility Governing Board. Each facility shall have a governing board that functions in an oversight capacity to the facility. The governing board shall be a governmental unit or a board of trustees appointed by the governmental unit that establishes and operates or contracts for the establishment and operation of the facility. The governing board for the facility shall provide oversight of facility operations, policies and procedures.*

*§343.208. Policy, Procedure, and Practice. The governing board of the facility shall require that written policies and procedures exist governing the operation of all secure juvenile pre-adjudication detention and post-adjudication correctional facilities in the county. The policies, procedures, and practices of the facility shall include:*

*(1) a policy in the following areas strictly prohibiting:*

*(A) physical, sexual or emotional abuse, neglect or exploitation of a resident by any individual having contact with a resident of the facility;*

*(B) youth-on-youth sexual conduct between residents;*

*(C) violations of the juvenile supervision officer code of ethics and code of conduct as outlined in Chapter 345 of this title;*

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

*(D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and*  
*(2) a zero tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.*

### **DISCUSSION**

The Juvenile Department is presenting the Dallas County Juvenile Detention Center Policies and Procedures for annual review and approval of the Juvenile Board. The noted change for the Detention Center 2016 Policies and Procedures is section 6 pages 88-98 Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents, as mandated by TJJD.

### **STRATEGIC PLAN COMPLIANCE**

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

### **LEGAL ISSUES**

The current change to section 6 pages 88-98 to the Dr. Jerome McNeil Jr. Juvenile Detention Center Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Ms. Nekandra Coulter, Quality Assurance Administrator. A redline copy of the Policies and Procedures manual is available for Juvenile Board review.

### **RECOMMENDATION**

It is respectfully recommended that the Dallas County Juvenile Board approves the 2016 Policies and Procedures and for the Dallas County Juvenile Detention Center and authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.



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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2016 -XXX  
**DATE:** August 22, 2016  
**STATE OF TEXAS** §  
**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Department is presenting the Dallas County Juvenile Detention Center Policies and Procedure Manual for its annual review; and
- WHEREAS,** the Dallas County Juvenile Detention Center policies and procedures noted change for 2016 is the Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents as mandated by TJJD; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves the 2016 Dallas County Juvenile Detention Center Policies and Procedures.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves the 2016 Policies and Procedures for the Dallas County Juvenile Detention Center and authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, upon review and approval by Dallas County Legal Advisor and pending approval by the Juvenile Board at the next regularly scheduled meeting.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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

## 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Re:** 2016 Annual Review of Dallas County Short Term Adolescent Residential Treatment (START)/  
Residential Drug Treatment (RDT) Programs Policies & Procedures Manual

**BACKGROUND OF ISSUE:**

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the chief probation officer to enforce and annually review those policies and procedures adopted by the juvenile board:

*§341.3 Policy and Procedures*

*(b) Department Policies. The juvenile board must adopt written department policies and procedures...*

*§341.9 Policy and Procedure Manual*

*(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.*

*(b) The chief administrative officer must provide all employees with a copy of/or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.*

*§343.204. Facility Governing Board. Each facility shall have a governing board that functions in an oversight capacity to the facility. The governing board shall be a governmental unit or a board of trustees appointed by the governmental unit that establishes and operates or contracts for the establishment and operation of the facility. The governing board for the facility shall provide oversight of facility operations, policies and procedures.*

*§343.208. Policy, Procedure, and Practice. The governing board of the facility shall require that written policies and procedures exist governing the operation of all secure juvenile pre-adjudication detention and post-adjudication correctional facilities in the county. The policies, procedures, and practices of the facility shall include:*

*(1) a policy in the following areas strictly prohibiting:*

*(A) physical, sexual or emotional abuse, neglect or exploitation of a resident by any individual having contact with a resident of the facility;*

*(B) youth-on-youth sexual conduct between residents;*

*(C) violations of the juvenile supervision officer code of ethics and code of conduct as outlined in Chapter 345 of his title;*



*(D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and(2) a zero tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.*

### **DISCUSSION**

The Juvenile Department is presenting the START/RDT Policies and Procedures for annual review and approval by the Juvenile Board. The noted change for the START/RDT 2016 Policies and Procedures is section 6 pages 88-98 Abuse and Neglect TAC 358 identifying, reporting, and investigating abuse, neglect, exploitation, death, and serious incidents, as mandated by TJJD.

### **STRATEGIC PLAN COMPLIANCE**

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

### **LEGAL ISSUES**

The Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Ms. Nekandra Coulter, Quality Assurance Administrator. A redline copy of the START/RDT Programs Policies and Procedures Manual is available for Juvenile Board review.

### **RECOMMENDATION**

It is respectfully recommended that the Dallas County Juvenile Board approve the 2016 Policies and Procedures for the START/RDT programs and authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.

Respectfully submitted by:



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

## JUVENILE BOARD ORDER

ORDER NO: 2016-xxx

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August, 2016, 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,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and

**WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county; and

**WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and

**WHEREAS,** the Department is presenting the START/RDT programs Policies and Procedure Manual for its annual review; and

**WHEREAS,** the Dallas County START/RDT programs policies and procedures noted change for 2016 is the Abuse and Neglect TAC 358 identifying , reporting and investigating abuse, neglect, exploitation, death, and serious incidents; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the 2016 Policies and Procedures for the START/RDT programs and authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.

**DONE IN OPEN BOARD MEETING** this 22th day of August 2016.

The foregoing 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:

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

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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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Re:** Certification of the Marzelle C. Hill Transition Center

**Background of Issue**

Section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

*Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.*

*(b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect, at least annually, all non-secure correctional facilities that are located in the county and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:*

- (1) current monitoring and inspection reports and any noncompliance citation reports issued by the Texas Juvenile Justice Department, including the report provided under Subsection (c), and the status of any required corrective actions; and*
- (2) the other factors described under Sections 51.12(c)(2)-(7).*

*Section 51.12(c) (2)-(7)*

- (2) current governmental inspector certification regarding the facility's compliance with local fire codes;*
- (3) current building inspector certification regarding the facility's compliance with local building codes;*
- (4) for the 12-month period preceding the inspection, the total number of allegations of abuse, neglect, or exploitation reported by the facility and a summary of the findings of any investigations of abuse, neglect, or exploitation conducted by the facility, a local law enforcement agency, and the Texas Juvenile Justice Department;*
- (5) the availability of health and mental health services provided to facility residents;*
- (6) the availability of educational services provided to facility residents*
- (7) the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment.*

Current Texas Juvenile Justice Department (TJJD) contract regulations require juvenile departments that operate or contract for the operation of facilities to comply with TJJD's minimum standards for non-secure correctional facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this brief is to recommend that the Juvenile Board certify the Marzelle C. Hill Transition Center as suitable for the confinement

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



of children in accordance with the guidelines established by the Texas Legislature. The Marzelle C. Hill Center underwent its Texas Juvenile Justice Department monitoring visit on June 6th-June 10th, 2016. It is to be noted that the facility was deemed as suitable for the confinement of children.

**Impact on Operations**

The Marzelle C. Hill Transition Center, located at the Henry Wade Juvenile Justice Center complex, provides temporary or transitional residential care and supervision for 48 youth, ages 10-17, who are deemed appropriate for the Hill Center setting by the Court. Residents at the Hill Center are either awaiting court disposition, re-entry into the community, or available space in a long-term placement facility. Educational, psychological and recreational services are provided by Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community volunteers. In 2015, the Hill Center served a total of 455 residents for an average length of stay of 28.3 days, and an average daily population of 35 residents. The facility is registered with the Texas Juvenile Justice Department.

**Strategic Plan Compliance**

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*. Specifically, the current request aligns crime prevention goals with other governmental entities as well as represents *effective allocation of juvenile justice resources around Dallas County*.

**Legal Information**

Section 51.126 of the Texas Family Code requires each Judge of the Juvenile Court and a majority of the members of the Juvenile Board to personally inspect the Marzelle C. Hill Transition Center and certify in writing that the facility is suitable for the confinement of children.

**Financial Impact/Considerations**

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Marzelle Hill Transition facility is \$180.96, based on a 2015 fiscal year average daily population of 35 children per day with an operating budget of \$2,339,588. This has been verified by Rhonda Gilliam, Business Manager.

**Recommendation**

It is recommended that the Dallas County Juvenile Board certify the Marzelle C. Hill Transition Center as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Chapter 355 Standards for Non-Secure Correctional Facilities.

**Recommended by:**

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

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

**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**Texas Administrative Code Chapter 355 Standards Compliance Report**  
**MARZELLE HILL TRANSITION CENTER (NON-SECURE)**

Facility Name <b>MARZELLE HILL TRANSITION CENTER (NON-SECURE)</b>			Monitoring visit Start Date <b>06/06/2016</b>
Facility's Physical Address <b>2600 Lone Star Drive      Dallas      TX 75212</b>		Facility Administrator <b>Nekandra Coulter</b>	Monitoring visit End Date <b>06/09/2016</b>
Facility Responsible Party <b>Nekandra Coulter</b>	Chief Juvenile Probation Officer <b>Dr. Terry Snow-Smith</b>	Juvenile Board Chairperson <b>Honorable Cheryl Shannon</b>	Report Issue Date <b>06/16/2016</b>
Lead TJJD Staff <b>Raquel Husbands</b>		Additional TJJD Staff <b>Nicholas Perales, Caleb Walker, and Rachael Kapur (Desk Reviewer)</b>	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile non-secure correctional facilities in each Texas county pursuant to Texas Family Code 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 355. This standards compliance report fulfills the mandates of Texas law.

### **TJJD Facility Suitability Determination**

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.126 and based on the objective assesment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children.	
Pursuant to Texas Family Code Section 51.126 and based on the objective assessment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE) , the Texas Juvenile Justice Department deems this facility as SUITABLE for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP). The required PIP shall be submitted on or before 6/26/2016.	<b>Yes</b>
Pursuant to Texas Family Code Section 51.126 and based on the objective assessment of standard compliance of the MARZELLE HILL TRANSITION CENTER (NON-SECURE), the Texas Juvenile Justice Department deems this facility as UNSUITABLE for the confinement of children.	

### **Comments**

This report reflects the formal findings of the TJJD's FY 2016 scheduled on-site compliance monitoring visit specific to the facility's adherence to rules set forth in TAC Chapter 355 relating to Non-Secure Correctional Facilities.

### **Technical Assistance**

No formalized corrective or discretionary technical assistance was provided during the course of the monitoring process.

## Standards in Non-Compliance

### Standard 355.336

#### Description

355.336. Hazardous Materials.

(a) The facility shall maintain an inventory and a copy of the Material Safety Data Sheet (MSDS) for all hazardous materials located in the facility.

(b) Materials manufactured for cleaning purposes or those used in the training process of a vocational training program or another program may be used by residents under the general supervision of a certified staff member or qualified individual. The resident must be provided instruction on the use of the hazardous material and the proper equipment as prescribed by the MSDS. Facility policies and procedures shall detail the requirements and restrictions of materials described in this standard.

(c) Any use of hazardous materials shall be used according to the manufacturer's instruction.

#### Findings

##### Non-Compliant Component:

TJJD reviewed the Material Safety Data Sheet (MSDS) for the hazardous material (ZEP Time Saver GL Floor Stripper) and identified that this hazardous material requires the following personal protection equipment:

- 1) Eye Wash bottle with pure water;
- 2) Face Shield;
- 3) Protective Suit;
- 4) Tightly fitted safety goggles;
- 5) Impervious Clothing; and
- 6) Protective gloves.

TJJD determined that the facility currently provides impervious clothing, safety goggles, protective gloves, and an eye wash bottle; however, the facility does not provide the remaining aforementioned personal protection equipment.

##### Compliant Components:

TJJD staff verified that the facility maintains a listing of all hazardous materials stored in the facility along with a corresponding Material Safety Data Sheet for each hazardous material listed.

In addition, TJJD staff interviewed residents who reported that they are provided instruction on the use of hazardous materials for cleaning purposes and are appropriately supervised while using these materials.

TJJD staff also interviewed juvenile supervision officers who reported that only the facility staff is allowed to handle hazardous materials in the facility except as noted in subsection (b) of this section.

### Standard 355.346

#### Description

355.346. Fire Drills.

(a) Fire drills shall be conducted on all shifts at least every 90 calendar days. The facility shall maintain documentation of the date, time, and name of the staff conducting each fire drill.

(b) All staff on duty in the facility shall participate in the fire drills.

(c) Facility exits shall be clear of obstructions and properly marked for evacuation in the event of fire or emergencies.

(d) Facility emergency evacuation plans shall be posted in all common and housing areas.

**Findings**

TJJD staff reviewed the facility's fire drill log for the period between 07/12/15 through 06/06/16 and determined that fire drills were not conducted at least every 90 days on all shifts. According to the facility's fire drill log, fire drills were not being conducted at least every 90 calendar days on the 11-7 shift. The only record of a fire drill being conducted on the aforementioned shift was on 08/23/15.

**Standard** 355.420

**Description**

355.420. Admission Records.

The facility shall obtain and record the following information at the time the resident is admitted into the facility:

(1) date and time of admission;

(2) name;

(3) nicknames and aliases;

(4) social security number;

(5) last known address;

(6) document(s) authorizing legal admission;

(7) admitting offense;

(8) name of attorney;

(9) name, title, and signature of delivering individual;

(10) sex;

(11) race;

(12) date of birth;

(13) citizenship;

(14) place of birth;

(15) current education level;

(16) last school attended;

(17) name, relationship, address, and phone number of parents, legal guardians, or custodians; and

(18) primary language of resident and resident's parent, legal guardian, or custodian.

### Findings

TJJD staff reviewed a sample of files for residents that were admitted into the facility during the selected sample period to determine compliance with this standard. The following non-compliance was identified:

The admission records for resident L.H. (date of admission 08/07/15), indicate that the social security number was not addressed at the time of admission.

### Standard 355.504(g)

#### Description

355.504. Health Screening and Assessment.

(g) Mandatory Health Assessment. Each resident shall receive a health assessment within 30 days after admission into the facility. The health assessment shall be conducted by:

(1) an appropriately supervised licensed vocational nurse, a registered nurse, a nurse practitioner, a physician assistant, or a physician; or

(2) a qualified and properly trained person who is operating under delegation from a physician in accordance with Texas Occupations Code §157.001, including, but not limited to, a medical assistant, emergency medical technician, or paramedic.

### Findings

TJJD reviewed a sample of residents during the sample period beginning on 07/12/15 thru 06/06/16 to determine compliance with this standard: The following residents did not have a health assessment within 30 days after admission into the facility as required by this standard:

Resident R.P. (date of admission 08/18/15);  
Resident L.H. (date of admission 08/07/15);  
Resident J.N-V (date of admission 02/23/16); and  
Resident M.C. (date of admission 05/06/16).

### Standard 355.658

#### Description



355.658. Recreation and Exercise.

- (a) Supplies. Recreational equipment and supplies shall be provided to the residents.
- (b) Schedule. The recreational schedule shall offer the following programming:
  - (1) at least one hour of large muscle exercise shall be scheduled each day; and
  - (2) at least one hour of open recreational activity shall be scheduled each day.
- (c) Exceptions. A resident's recreational schedule may be altered under the following conditions:
  - (1) participation by the resident is contraindicated for medical reasons;
  - (2) the resident is in disciplinary separation, disciplinary restriction, or medical separation;
  - (3) the resident has a scheduled appointment;
  - (4) extenuating circumstances exist that impede the recreational schedule; or
  - (5) the resident presents an imminent danger to self or others. Use of this provision shall require the written approval of the facility administrator.

**Findings**

Non-Compliant Component:

TJJD reviewed the facility's daily program schedule and determined that it does allow for one hour of large muscle exercise each day; however, in reviewing the daily chronological logs for 06/05/16, TJJD was unable to verify that one hour of large muscle exercise was provided to the male and female residents. TJJD was able to verify that the level four residents did receive their one hour of large muscle exercise on the date in question.

TJJD staff interviewed residents to determine compliance with the requirements of this standard and all resident interviewed confirmed the aforementioned non-compliance.

Compliant Component:

During a tour of the facility, TJJD staff observed the recreational equipment and supplies provided to and utilized by residents.

TJJD staff also reviewed documentation of the altered daily recreation and exercise schedule and determine that the schedule modifications were made in accordance with the exceptions of this standard.

Additionally, the facility administrator completed the FY 2016 TJJD Facility Administrator Questionnaire regarding the requirements of this standard and no areas of concern were identified.

**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**Texas Administrative Code Chapter 343 Standards Compliance Report**  
**DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG**  
**TREATMENT (POST)**

Facility Name <b>DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST)</b>			Monitoring visit Start Date <b>6/6/2016 12:00:00 AM</b>
Facility's Physical Address <b>2600 Lone Star Drive                      Dallas                      TX 75212</b>		Facility Administrator <b>Charlotte Edney</b>	Monitoring visit End Date <b>6/9/2016 12:00:00 AM</b>
Facility Responsible Party <b>Nekandra Coulter</b>	Chief Juvenile Probation Officer <b>Dr. Terry Snow-Smith</b>	Juvenile Board Chairperson <b>Honorable Cheryl Shannon</b>	Report Issue Date <b>06/16/2016</b>
Lead TJJD Staff <b>Ameli Pena</b>		Additional TJJD Staff <b>Lirio Gilbert, Ayo Omoniyi, and Mary Jane Overby (Desk Review)</b>	

The Texas Juvenile Justice Department (TJJD) is required by statute to annually inspect all public and private juvenile pre-adjudication secure detention facilities, post-adjudication secure correctional facilities, and non-secure correctional facilities in each Texas county pursuant to Texas Family Code Sections 51.12, 51.125 and 51.126. TJJD is mandated to provide a report indicating whether the facility is suitable or unsuitable for the confinement of children in accordance to minimum professional standards for the confinement of children promulgated by TJJD contained in Title 37, Texas Administrative Code Chapter 343. This standards compliance report fulfills the mandates of Texas law.

### **TJJD Facility Suitability Determination**

TJJD is statutorily required to determine "suitability" of juvenile facilities. The determination of suitability relates solely to a facility's compliance with state minimum standards for pre-adjudication detention facilities, post-adjudication correctional facilities and non-secure correctional facilities. TJJD expresses no opinion nor determination in this report related to other key performance measures that may be useful and appropriate indicators of facility performance (e.g., recidivism, etc.).

Pursuant to Texas Family Code Section 51.12 (pre) and Section 51.125 (post) and based on the objective assesment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST) , the Texas Juvenile Justice Department deems this facility as <b>SUITABLE</b> for the confinement of children.	
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assessment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST) , the Texas Juvenile Justice Department deems this facility as <b>SUITABLE</b> for the confinement of children, pending the development, approval, successful completion and verification of the Facility's overall program improvement plan (PIP). The required PIP shall be submitted on or before 6/26/2016.	<b>Yes</b>
Pursuant to Texas Family Code Section 51.12 and Section 51.125 and based on the objective assesment of standard compliance of the DALLAS COUNTY RESIDENTIAL PROGRAMS AND DRUG TREATMENT (POST), the Texas Juvenile Justice Department deems this facility as <b>UNSUITABLE</b> for the confinement of children.	

### **Comments**

This report reflects the formal findings of the TJJD's FY 2016 scheduled on-site compliance monitoring visit specific to the facility's adherence to rules set forth in TAC Chapter 343 relating to Secure Juvenile Post-Adjudication Correctional Facilities.

### **Technical Assistance**

Texas Juvenile Justice Department  
Standard Compliance Report

In addition to making formal findings of standards compliance and non-compliance, the TJJD can make formal technical assistance recommendations relating to observations made during compliance reviews. Corrective Technical Assistance recommendations are pointed instructions or advice on how a facility can correct an area of standards non-compliance that was not cited as such. Discretionary Technical Assistance recommendations are limited to suggested best practices and/or professional observations related to a facility practice or compliance strategy. There is no requirement or expectation that a facility provide the TJJD with a response regarding either type of formal technical assistance that has been identified in this report.

The facility was provided Corrective Technical Assistance for the following standards:

§343.274. Resident Discipline Plan

The specific Technical Assistance recommendation that was provided can be found in the finding narrative for the noted standard.

Date of Issue 06/16/2016

Texas Administrative Code

Standard  
Description

Findings

## JUVENILE BOARD ORDER

ORDER No: 2016-xxx

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, 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,** Section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the juvenile court and a majority of the members of the juvenile board to personally inspect the juvenile non- secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and
- WHEREAS,** Section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and
- WHEREAS,** each Judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected the Marzelle C. Hill Transition Center; and
- WHEREAS,** the Juvenile Department recommends the Marzelle C. Hill Center be certified for 48 beds; and
- WHEREAS,** as a result of that personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Marzelle C. Hill Transition Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and
- WHEREAS,** as Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Marzelle Hill Transition facility is \$180.96, based on a 2015 fiscal year average daily population of 35 children per day with an operating budget of \$2,339,588; and



**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board certifies the Marzelle C. Hill Transition Center as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Chapter 355 Standards for Non-Secure Correctional Facilities.

**DONE IN OPEN BOARD MEETING** this 22nd day of August, 2016.

The foregoing 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
Dallas County Juvenile Department  
**Re:** 2016 Annual Review of Marzelle C. Hill Center Policies and Procedures

**BACKGROUND OF ISSUE**

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Probation Officer to enforce and annually review those policies and procedures adopted by the juvenile board:

*§341.3 Policy and Procedures*

*(b) Department Policies. The juvenile board must adopt written department policies and procedures...*

*§341.9 Policy and Procedure Manual*

*(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.*

*(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.*

*§355.400. Policy, Procedure, and Practice.*

*The facility shall have written policies and procedures governing its operation. The policies, procedures, and practices of the facility shall include, at a minimum:*

*(1) a policy in the following areas strictly prohibiting:*

*(A) physical, sexual or emotional abuse, neglect, or exploitation of a resident by any individual having contact with a resident of the facility;*

*(B) youth-on-youth sexual conduct between residents;*

*(C) violations of the juvenile supervision officer code of ethics as outlined in Chapter 345 of this title. For purposes of this chapter, the code of ethics in Chapter 345 applies to all direct care personnel;*

*(D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and*

*(2) a zero-tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.*

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***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**

*§355.412. Duties of Facility Administrator.*

*(c) The facility administrator shall develop, implement, and maintain a policy and procedure manual for the facility and shall ensure the daily facility practice conforms to the policies and procedures detailed in the manual.*

*(d) The facility administrator shall review the facility's policy and procedure manual at least once each year, no later than the last day of the calendar month of the previous year's review, and maintain documentation of this review.*

**DISCUSSION**

The Juvenile Department is presenting the Marzelle C. Hill Center Policies and Procedures for annual review and approval of the Juvenile Board. The noted change for the Hill Center 2016 Policy & Procedures is section 6 pages 88-98 Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents, as mandated by TJJD.

**STRATEGIC PLAN COMPLIANCE**

This request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

**LEGAL ISSUES**

The current change to section 6 pages 88-98 to the Marzelle C. Hill Center Policies and Procedures was reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and by Ms. Nekandra Coulter, Quality Assurance Administrator. A redline copy of the Marzelle Hill Center Program Policies and Procedures manual is available for Juvenile Board review.

**RECOMMENDATION**

It is respectfully recommended that the Juvenile Board approve the 2016 Policies and Procedures for the Marzelle C. Hill Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.

Recommended by:

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

## JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

**WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and

**WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county; and

**WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and

**WHEREAS,** the Department is presenting the Marzelle C. Hill Center Policies and Procedures for annual review; and

**WHEREAS,** the Marzelle C. Hill Center policies and procedures noted change for 2016 is the Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents as mandated by TJJD; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approve the 2016 Policies and Procedures for the Marzelle C. Hill Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, pending approval by the Juvenile Board at the next regularly scheduled meeting.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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

## 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Licensing Agreement between Handle with Care Behavior Management System Inc. and Dallas County Juvenile Department

**Background of Issue:**

Since 2001, the Juvenile Department has contracted with Handle With Care Behavior Management System, Inc. to train Juvenile Probation Officers, Juvenile Residential Officers, Juvenile Detention Officers, and support staff in crisis intervention and behavior management training with the use of verbal and physical intervention methods. Handle with Care training has helped to maintain the safety and security of our youth and staff within the Department.

The purpose of the brief is to request approval to continue the agreement with Handle With Care Behavior Management System, Inc. for behavioral management training for Dallas County Juvenile Department with an automatic annual renewal for five years. Full terms are included in the attached master trainer and licensing agreement.

**Impact on Operations and Maintenance:**

To facilitate the implementation of Handle With Care Behavior Management System, Inc. while keeping it cost effective for the agency, three Master Trainers will be certified so the Juvenile Department, who has been using the Handle With Care Behavior Management System, Inc. for a number of years, can service their in-house training needs at their convenience throughout the year. The Juvenile Department is required to keep up with yearly re-certifications, updates and maintain quality control over the in-house training with three Master Trainers. The Juvenile Department's Master Trainers are required to train 35 instructors who will complete yearly training for new and current staff throughout the Department.

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan- Vision 3: Dallas is *safe, secure, and prepared*, as evidenced by *the implementation of best practices and that the allocation of juvenile justice resources is being maximized*.

**Legal Information:**

Handle With Care Behavior Management System, Inc. implements verbal and physical intervention for Juvenile Departments that is approved by TJJD. The attached professional services contract for Handle With Care Behavior Management System, Inc. has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

**Financial Impact/Considerations:**

The Juvenile Department is responsible for payment for all instructor re-certification trainings for 35 instructors at Henry Wade Juvenile Justice Center, Letot, Detention, Hill Center, Medlock, Youth Village, and Letot RTC. Re-certification training requires two days, with the first day focused on verbal training and the second day focused on physical training. Cost is \$250 per person with an estimated fiscal cost of \$8,750. Funding is available in the General Fund, with various amounts paid from cost centers 120-5110, 5114, 5115, 5116, 5117, 5118, and 5119. This information has been reviewed and approved by Ms. Carmen Williams, Budget Services Manager.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's contract with Handle With Care Behavior Management System, Inc. to maintain the Juvenile Department's master trainers and to authorize the Chair or designee to sign related documents on behalf of the Juvenile Board.

**Recommended by:**

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

**HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.**

**MASTER TRAINER AND LICENSING AGREEMENT**

PARTIES. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Handle With Care Behavior Management System, Inc. ("Program Owner") and \_\_\_\_\_  
Dallas County Juvenile Department ("AGENCY").

WHEREAS, Program Owner has developed a safe and effective behavior management system, that includes a methodology for physically restraining aggressive children, adolescents and adults;

WHEREAS, it is the Program Owner's purpose and intention that others be trained in the use of this system;

WHEREAS, to facilitate the implementation and expansion of the system while keeping it cost effective for the agency, the Program Owner is offering a Master Trainer program so agencies who have been using the Handle With Care System for a number of years can service their in-house training needs at their convenience throughout the year;

WHEREAS, agencies participating in the Master Trainer program, are required to keep up with their yearly re/certifications, updates and maintain a quality control over their in-house training. If an agency does not keep up with their contractual requirements, Handle With Care retains the right not to renew its offer of the program, and may, at its discretion, revoke the Master Trainer Program upon a 30 day written notification.

WHEREAS, the Program Owner provides training to three different proficiency levels including (1) basic training in the practical skills needed to implement the methodology ("Basic Certification"), (2) training sufficient to enable the student to certify others in the basic use of the methodology ("Instructor Certification"), and (3) training sufficient to enable the student to train and teach others to be teachers of the methodology ("Master Certification");

WHEREAS, the Agency currently has 3 employees certified to the Master Level of Handle With Care. These Master Trainers are employees of AGENCY, and is

able to train Handle With Care to other employees of AGENCY and promote such employees to either a "Basic" or "Instructor" level. The name/s of the pre-selected Master Trainer/s is/are:

Richard K. Crawford, Reondo Haring, and Stormy Roberts

The names of the Master Trainers can be changed and Master Trainers can be added through mutual agreement and contract addendum.

This Master Trainers are primarily responsible for training Instructors in the HWC program and are not to be used except under exceptional circumstances to be training basic HWC students unless the basic training is part of an instructor certification course. This Master Trainer Certification does not allow AGENCY use of the Program or Training other than as expressly provided for in this agreement. Master Instructors cannot distribute or copy the Program and Training or to grant any third party such rights, other than as follows.

GRANT OF LICENSE. Handle With Care hereby grants the Agency permission to use and reprint (copy) the Participants' and Instructors' Manuals for a period of two years from the date of Master Trainer certification. These materials may only be distributed to AGENCY employees receiving Handle With Care training. All Handle With Care materials, including the manuals, video, and training must be kept under the cover page provided by Handle With Care that contains notice of copyright and trademark. Handle With Care materials must be kept and maintained separate and distinct from all other materials, training or programs. The Agency may provide one (1) copy of the Participant's Manual to each participant receiving Basic training. The Agency may provide one (1) copy of the Instructor's Manual and one (1) copy of the Instructor's Video to each participant receiving Instructor Certification training. Master Trainers and Instructors shall be bound by the contractual terms contained in the Instructor's manual, and Basic Participants shall be bound by the contractual terms contained in the Participant's manual, and annexed hereto by "ATTACHMENT A". This provision supercedes any other contractual term or agreement written, implied or oral.



IN HOUSE INSTRUCTOR CERTIFICATION. After a Master Trainer completes the training of Instructor level students, AGENCY will provide Handle With Care with a list of names of all persons promoted to the Instructor level. Handle With Care will then issue certificates to these new instructors and will invoice agency for the same.

1. PAYMENT. If AGENCY contracts with HWC to provide on-site training, the cost for the on-site training must be with Bruce Chapman, President of HWC. The cost of this on-site training will be whatever the going rate for training with Mr. Chapman. The current rate is \$3,000/day (excluding expenses). This rate is subject to change. Expenses include: airfare, mileage, per diem (currently \$75/day), parking, car rental and hotel.

If AGENCY sends its Master Trainers to one of HWC's seminars conducted Bruce Chapman, there is no charge for the training of the Master Trainers.

When an AGENCY Master Trainer provides instructor certification for in-house AGENCY employees, AGENCY shall pay to Program Owner a fee of \$250 per instructor, and agency shall keep a minimum of 35 instructors. The money is payable within 30 days of the Master Trainer's delivery of the Program and Training. If the Master Trainer trains fewer than 35 Instructors per year, the balance of the contracted for amount is due on or before the one year anniversary of this contract. (The \$250/instructor licensing fee is subject to change).

2. RECERTIFICATION. AGENCY shall be required to recertify its Master Trainers every two years. The recertification can be accomplished by either sending the Master Trainers to one of our seminars conducted by Program Owner at various locations around the country, or by contracting with Program Owner to send a trainer to AGENCY. If AGENCY contracts for Program Owner to provide an on-site certification, the cost will be whatever the current pricing is for an on-site training plus associated travel expenses.
3. WARRANTY OF OWNERSHIP. The Program Owner represents and warrants that it is the owner of all Intellectual Property rights in the Program and Training and that it has

the full power and authority to promote AGENCY employees to a Master Level Instructor, and grant the necessary intellectual property licenses.

Nothing contained in this agreement shall grant to AGENCY any rights, title or ownership interests in or to the Program and Training or in any copies thereof or in any copyrights, trademarks, patents or other intellectual property or proprietary rights relative to the Program and Training not expressly provided for herein.

4. DUTY TO PROTECT PROPRIETARY RIGHTS. AGENCY shall not remove, alter or otherwise obstruct any copyright notice, trademark notice, patent notice or other proprietary right notice placed on the Program and Training. AGENCY also agrees that it will take all reasonable steps to prevent all parties under its control, including employees and independent contractors, from using, copying, altering, incorporating, modifying, selling, attempting to recreate, making money off of or distributing the Program and Training other than expressly authorized by this agreement.

AGENCY shall promptly notify Program Owner of any known unauthorized use, modification or disclosure of confidential information or trade secrets contained in or relating to the Program or Training and AGENCY will reasonably cooperate with the Program Owner in any litigation brought by the Program Owner against third parties reasonably necessary to protect its Program, Training, and related proprietary rights and confidential information.

The confidentiality obligations set forth herein shall not apply to: (a) disclosures of information required by law, provided that any such disclosure be pursuant to a confidentiality agreement that substantially conforms to the form herein provided; (b) information legally obtained and known to Agency prior to the earliest date Agency legally obtained a copy of Handle With Care training and materials.

5. TERM OF AGREEMENT AND TERMINATION. This agreement commences on the date that the Master Trainers are certified. If AGENCY does not recertify its Master

Trainers every 24 months, then this agreement terminates and AGENCY must discontinue the use of the Master Trainers until recertification is complete.

This agreement has an automatic renewal every year for the next 5 years after contract has been executed. In the event one party materially breaches the terms of this agreement, the other party may terminate this agreement after giving a written notice to the breaching party informing them of the breach and a 30-day opportunity to cure the breach. Either party may terminate this agreement if the other party becomes insolvent, files a bankruptcy petition or otherwise is unable to conduct, or ceases to conduct, its business.

The rights and obligations under Section 3 WARRANTY OF OWNERSHIP and Section 4. DUTY TO PROTECT PROPRIETARY RIGHTS shall survive any termination and continue to bind the parties to the agreements contained therein.

6. RELATIONSHIP BETWEEN THE PARTIES. Nothing in this agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties and neither party shall make any representation or warranty on behalf of the other party or incur any liability whatsoever in the name of, or for the account of, the other party.
7. ASSIGNMENT. The obligations, representations and warranties contained in this agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this agreement or any rights or obligations thereunder to the surviving corporation in a merger or consolidation to which it is a party.
8. NOTICES. Any notices required by this agreement shall be in writing sent by certified mail or Federal Express to the parties at the address set forth above or to the last known address of either party.
9. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU.

10. CERTIFICATE OF INTERESTED PARTIES 1295

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

11. ENFORCEMENT AND RELIEF. AGENCY acknowledges and agrees that its covenants and obligations set forth in Sections 3, and 4 above relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations may cause Program Owner irreparable injury for which adequate remedies may not be available at law. Therefore, Agency agrees that (1) Program Owner shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Agency from committing any threatened or actual

breach of the covenants and obligations contained in Sections 3, and 4 above, and (2) following any material breach by Agency of the covenants and obligations contained in Sections 3, and 4 above, Program Owner shall be entitled to damages, an accounting, reasonable attorney fees and costs of suit, as permitted by law, equity or both.

12. ENFORCEMENT AND RELIEF. The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. This agreement shall be construed under and enforced in accordance with the laws of the State of New York, and venue in Ulster County, New York.
13. SEVERABILITY. In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.
14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supersedes all prior agreements between the Program Owner and AGENCY in respect to the subject matter herein. Except as stated herein, this agreement may not be modified unless agreed to in writing.
15. PROGRAM OWNER CONTACT INFORMATION.

Handle With Care Behavior Management  
System, Inc.  
184 McKinstry Road  
Gardiner, NY 12525  
ID: 14-1803426  
Phone: 845-255-4031 /Fax 845-256-0094  
Email: Info@handlewithcare.com or  
Email: HWCBruce@aol.com



The parties hereto have duly executed this Agreement as of the date first above written.

**DALLAS COUNTY JUVENILE BOARD:**

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

**CONSULTANT:**

  
BY: Bruce Chapman, President/  
Program Owner Handle With Care  
Behavior Management

**RECOMMENDED:**

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

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

## **"ATTACHMENT A"**

### **TRAINING SERVICES & LICENSING AGREEMENT**

When your agency receives training or any Handle With Care materials it agrees to the following terms. This is a limited use license and services agreement, not a contract of sale.

**OWNERSHIP OF PROGRAM AND TRAINING.** All property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided are owned by Handle With Care and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. Handle With Care retains all rights not expressly granted. Nothing in this agreement shall grant to Agency or employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Agency/Employee shall not remove, alter or otherwise obstruct any copyright notice, trademark notice, patent notice or other proprietary right notice placed on the Program, Program Materials or Training.

**LEVELS OF CERTIFICATION.** There are three levels of certification that Handle With Care grants. Basic, Instructor and Master. A Basic certification means that the student has mastered the training enough to implement it. An Instructor certification means that the student has mastered the enough to teach it and certify "Basic" students. A Master certification means that the student has mastered the training enough to certify "Instructors". Handle With Care hereby grants agency permission to use and instruct the Handle With Care Program only to persons directly employed by the Agency. Handle With Care hereby grants the Agency permission to use, and reprint (copy) the Participants' and Instructors' Manuals for a period of one year from the date of training/certification. These materials may only be distributed to employees receiving Handle With Care training. All Handle With Care materials, including the manuals, video, training must be kept under the cover page provided by Handle With Care that contains notice of copyright and trademark. All Handle With Care materials must be kept or maintained separate and distinct from all other materials, training or programs. The Participants' Manual may be copied one (1) for each "Basic" participant whereas the Instructors' Manual may be copied one (1) for each Handle With Care Certified Instructor. This provision supersedes any other contractual term or agreement written, implied or oral.

**MISAPPROPRIATION.** The party receiving the Handle With Care program and training acknowledges that the Program and Training contain proprietary information developed and owned by Handle With Care and agrees to treat the program as such. Trainee also agrees that he/she will not directly, indirectly or through use of a third party hire, solicit, entice, induce, recruit or employ or associate with, engage or interfere in any of Handle With Care's business, and that Employee/Agency will take all reasonable steps to prevent all parties under its control from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming or distributing the program, goodwill and training other than as expressly authorized by this agreement (including but not limited to reverse engineering or taking components of the program and marketing them under a different name or title). Agency shall promptly notify Handle With Care of any known unauthorized use and agrees to reasonably cooperate with Handle With Care in any litigation including litigation brought by Program Owner against third parties reasonably necessary to protect its Program, Training, Performance, related property rights and confidential information.

CHOICE OF LAW\_ This agreement is governed by New York law and venue in Ulster County, New York.

TERMINATION. This agreement can be terminated for cause on the breach of any material term contained herein on a 30 day notice of breach.

CERTIFICATION/RECERTIFICATION. Instructor Certification is valid for one year from date of training. Instructors are decertified at the end of one year, unless extension is granted in advance by Handle With Care in anticipation of a scheduled recertification program.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions

as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part



104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: \_\_\_\_\_

Signature, Authorized Representative of Contractor

Date

8/4/16

Title

Bruce Chapman, President HWC

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-65330

Date Filed:  
06/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.  
GARDINER, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Juvenile Probation Commission, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JB-05

TRAINING IN CRISIS INTERVENTION & BEHAVIOR MANAGEMENT: VARIOUS METHODS RANGING FROM VERBAL DE-ESCALATION TO PHYSICAL INTERVENTION, INCLUDING PLUS PROGRAM.

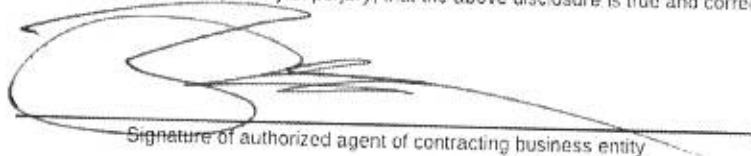
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DALLAS COUNTY JUVENILE DEPT.	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BRUCE Chapman, this the 6th day of August, 2016, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

HILARY HELLER  
Printed name of officer administering oath

STATE of NY, Ulster Co  
#02AD6005943  
Notary EXP 9/20/18  
Title of officer administering oath

**JUVENILE BOARD ORDER**

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August, 2016, 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,** since 2001, the Juvenile Department has contracted with Handle With Care Behavior Management System, Inc. to train Juvenile Probation Officers, Juvenile Residential Officers, Juvenile Detention Officers, and support staff in crisis intervention and behavior management training with the use of verbal and physical intervention methods. Handle with Care training has helped to maintain the safety and security of our youth and staff within the Department; and

**WHEREAS,** to facilitate the implementation of Handle With Care Behavior Management System, Inc. while keeping it cost effective for the agency, three Master Trainers will be certified so the Juvenile Department, who has been using the Handle With Care Behavior Management System, Inc. for a number of years, can service their in-house training needs at their convenience throughout the year. The Juvenile Department is required to keep up with yearly re-certifications, updates and maintain quality control over the in-house training with three Master Trainers. The Juvenile Department's Master Trainers are required to train 35 instructors who will complete yearly training for new and current staff throughout the Department; and

**WHEREAS,** Juvenile Department is responsible for payment for all instructor re-certification trainings for 35 instructors at Henry Wade Juvenile Justice Center, Letot, Detention, Hill Center, Medlock, Youth Village, and Letot RTC. Re-certification training requires two days with the first day focused on verbal training and the second day focused on physical training. Cost is \$250 per person with an estimated fiscal cost of \$8,750. Funding is available in the General Fund, with various amounts paid from cost centers 120-5110, 5114, 5115, 5116, 5117, 5118, and 5119; and

**WHEREAS,** this agreement has an automatic renewal every year for the next 5 years after contract has been executed; and

**WHEREAS,** this request conforms to the Dallas County Strategic Plan- Vision 3: Dallas is *safe, secure, and prepared*, as evidenced by *the implementation of best practices and that the allocation of juvenile justice resources is being maximized*.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Department's contract with Handle With Care Behavior Management System, Inc., and authorizes the Chair or designee to sign related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 22nd day of August, 2016.

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**

**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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Approval of Continuing Education Provider for Substance Abuse Unit (SAU)

**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 allows designated staff to provide license 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 request 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 the Dallas County Juvenile Department. 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.

**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 5110 in FY2017. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**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 Texas Juvenile Justice Department 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

# TEXAS CERTIFICATION BOARD OF ADDICTION PROFESSIONALS

401 Ranch Road 620 South, Ste. 310

Austin, TX 78734

Telephone: (512) 708 0629 \* Fax: (888) 506 8123 \* Email: admin@tcbap.org

## APPLICATION FOR CONTINUING EDUCATION PROVIDER RENEWAL

1523-98

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. RL THORNTON FRWY

Mailing Address

DALLAS, TX 75203

City, State, Zip

414 S. RL THORNTON FRWY

Record Storage Address (Physical Addresses Only)

DALLAS, TX 75203

City, State, Zip

214-860-4371

Telephone Number

214-860-4318

Fax Number

Shawnetta.gantt@dallascounty.org

Email

[http://www.dallascounty.org/departments/juvenile/substance\\_abuse.php](http://www.dallascounty.org/departments/juvenile/substance_abuse.php)

Company Website

Shawnetta Gantt-Wilkins, 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, 401 Ranch Road 620 South, Ste. 310, Austin, TX 78734.

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".

**JUVENILE BOARD ORDER**

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 Dallas County Juvenile Board was briefed on August 22, 2016, 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 Supervision Officers (JSO) currently on staff at DCJD; and
- WHEREAS,** the certification of a Continuing Education Provider by the Texas Certification Board of Addiction Professionals allows Licensed Chemical Dependency Counselors on staff 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 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# 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:** August 22, 2016

**To:** Dallas County Juvenile Board

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

**Re:** FY2017 Interlocal Agreement with the University of Texas Southwestern Medical Center for Psychological Services

**BACKGROUND OF ISSUE:**

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

The Juvenile Board approved an Interlocal agreement with the University of Texas Southwestern Medical Center in August 2015 for a term of one year effective September 1, 2015, to August 31, 2016. The Juvenile Department desires to continue the contract with the University of Texas Southwestern Medical Center; the purpose of this brief is to request the Juvenile Board's approval to renew the contract with UTSW for the purchase of adjunctive psychological services in the amount of \$69,705 for the term of one year effective September 1, 2016, to August 31, 2017.

**OPERATIONAL IMPACT:**

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

**STRATEGIC PLAN COMPLIANCE:**

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

**LEGAL IMPACT:**

The agreement has been approved as to form by the Dallas County Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers.

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

**FINANCIAL IMPACT:**

Funding for the purchase of psychological services under this contract is available from the Texas Juvenile Justice Department State Aid under mental health other professional services. The University of Texas Southwestern Medical Center shall provide a minimum of 5,155 hours for psychological services at the rate of \$13.52 per hour, not to exceed \$69,705 for the contract period. The Juvenile Department will pay for these services in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August. For the school year beginning Fall 2016 through Spring 2017, the Psychology unit was assigned 3 students. During the Summer 2016 semester, the Psychology unit was assigned 5 students. For the Fall 2016 semester we are expecting 5 students for internship. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

**PROJECT SCHEDULE:**

The term of the Interlocal agreement/contract is from September 1, 2016, through August 31, 2017.

**RECOMMENDATION:**

It is respectfully recommended that the Juvenile Board approve the one-year contract renewal of the 2017 Interlocal agreement between the Juvenile Department and the University of Texas Southwestern Medical Center; with an annual contract amount not to exceed \$69,705 for the term of September, 1 2016 through August 31, 2017. It is further recommended that the Board authorize the Chairman or designee to execute related documents on behalf of the Juvenile Board.

**Recommended By:**

  
\_\_\_\_\_  
Dr. Terry S. Smith  
Dallas County Juvenile Department

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

**INTERLOCAL AGREEMENT TO PROVIDE PSYCHOLOGICAL SERVICES BETWEEN  
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

**AND**

**DALLAS COUNTY JUVENILE BOARD,  
ON BEHALF OF THE  
THE DALLAS COUNTY JUVENILE DEPARTMENT**

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

**WHEREAS**, UT Southwestern's Graduate School of Biomedical Sciences trains and supervises Clinical Psychology doctoral students in an American Psychological Association ("APA")-accredited training program and separately APA-accredited predoctoral internship ("Trainees"); and

**WHEREAS**, UT Southwestern and DCJB desire to provide Trainees with experience in the provision of clinical psychological and/or research services, as applicable ("Services") at DCJB utilizing DCJB personnel, equipment, and facilities; and

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

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

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

**1. TERM**

The term of this Agreement shall be effective from September 1, 2016 through August 31, 2017.

**2. RELATIONSHIP OF THE PARTIES**

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. UT Southwestern represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement. Such personnel and consultants



shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or DCJB shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

### 3. SCOPE OF WORK

#### A. RESPONSIBILITIES OF UT SOUTHWESTERN

- 1) Require its Psychology Faculty to plan, implement, and administer the curriculum for, and assure the overall quality of, the educational training of the Trainees at DCJD and coordinate the on-site supervision of Trainees in the provision of Services at DCJD, by qualified on-site supervisor(s).
- 2) Provide a liaison to coordinate the academic and clinical experience of Trainees.
- 3) Send Trainees who are qualified and competent to provide Services at DCJD and who meet the following requirements:
  - a. successful completion of a didactic course of study; and
  - b. evidence of vaccination for measles, mumps, rubella, varicella, rubeola, tuberculosis, diphtheria, tetanus, pertussis, influenza, and hepatitis B.
- 4) At least twenty-one (21) days prior to the commencement of Services, furnish to DCJD the name, biographical data and health status reports of the Trainees and such other data as DCJD may reasonably request.
- 5) In the performance of Services under this Contract, require the Trainees to prepare such complete and accurate medical records and reports, if applicable, of the care provided to DCJD's patients as are necessary in the Trainees' best professional judgment and in accordance with the policies and procedures of DCJD regarding medical records, utilization management, and claim preparation. Such records shall accurately reflect the Services rendered by Trainees, and the information and data necessary for claim preparation, if applicable.
- 6) Require Trainees to abide by all applicable rules, regulations, and policies of DCJD and comply with all federal, state, and local laws, ordinances, and regulations, and with all applicable ethical and professional standards and requirements of the Joint Commission ("JC"), Medicare, Medicaid, Health Care Financing Administration, Texas Department of State Health Services, and other licensing and accrediting agencies.
- 7) Require Trainees to protect and maintain the confidentiality of all patient health care information to which the Trainees may create or gain access to in the course of providing Services hereunder and not use or disclose such information for any other purpose.
- 8) Require Trainees to maintain health insurance coverage.
- 9) Provide, through the services of the Chairman of the Graduate Program in Clinical Psychology, Department of Psychiatry, and the Psychology Staff and Fellows, the following Services at the request of DCJD and implement under the control of the Juvenile Department within the scope of general



psychology, including but not necessarily limited to the following:

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

#### B. RESPONSIBILITIES OF THE DCJD

- 1) Provide opportunities for Trainees to gain educational experience via provision of Services, and related qualified on-site supervision, staff, and resources, as required, to implement the educational experience.
- 2) Provide a liaison to coordinate the academic and clinical experience of Trainees, including but not limited to orientation of the Trainees to DCJD.
- 3) DCJD shall provide routine periodic feedback and evaluation of the Trainees performance as requested by the program.
- 4) Arrange, at the respective Trainee's cost, for emergency medical care to Trainees or who become ill or injured during the provision Services at DCJD. Each Trainee shall be responsible for any expense related to such emergency medical care and any subsequent follow up care. Notwithstanding anything to the contrary in this Contract, a Trainee is free to select any provider of healthcare as he or she desires.
- 5) Retain the exclusive control of its premises, its operations and all aspects of its patient services. Notwithstanding any other provisions of this Contract, DCJD shall have the absolute right, in its sole discretion and at any time, to exclude from its premises the Trainees and to promptly provide notice of these actions to UT Southwestern.
- 6) Reimbursement for provision of psychological services will be provided in equal monthly payments, with the understanding that a disproportionate number of hours will be provided during the months of June, July, and August;
  - a) The total amount for this Agreement shall not exceed Sixty Nine Thousand Seven Hundred and Five 00/100 Dollars (\$69,705); and
  - b) The funds to be used for the payment of services performed under this Agreement will be State funds through the Texas Juvenile Justice Department.

#### 4. TERMINATION

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

#### 5. NOTICE

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

**DCJB/DCJD:**

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

**UT SOUTHWESTERN:**

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

#### 6. INDEMNIFICATION

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

#### 7. INSURANCE

- A. UT Southwestern agrees that it will at all times during the term of this Agreement maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. UT Southwestern shall furnish (upon request) to County with satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that UT Southwestern will be solely responsible for all

cost of any such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

- B. It is the intent of these provisions that insurance or self-insurance cover all cost allowed by Texas law. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement including any renewals or extensions. If any of the minimum insurance required under this Agreement lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due UT Southwestern until UT Southwestern demonstrates compliance with the Agreement requirements and provides security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive the Agreement termination. UT Southwestern shall provide, at a minimum, the following coverages:

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

## 8. SUBCONTRACTING

- A. UT Southwestern may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the DCJB. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, UT Southwestern shall ensure that existing community-based organizations are utilized

to the fullest extent possible.

- B. Subcontracts, if any, entered into by the UT Southwestern will be in writing and subject to all requirements herein. UT Southwestern agrees that it will be responsible to DCJB for the performance of any subcontractor. Also, UT Southwestern shall pay all subcontractors in a timely manner.

## **9. CHOICE OF LAWS AND VENUE**

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

## **10. AMENDMENTS AND CHANGES IN THE LAW**

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

## **11. SEVERABILITY**

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

## **12. ENTIRE AGREEMENT**

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

## **13. BINDING EFFECT**

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

## **14. FEDERAL FUNDED PROJECT**

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

**15. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

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

**16. ASSIGNMENT**

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

**17. COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

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

**18. SOVEREIGN IMMUNITY**

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

**19. PREVENTION OF FRAUD AND ABUSE**

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



**20. FISCAL FUNDING CLAUSE**

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

**21. CONFIDENTIALITY AND RECORDS**

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

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

**22. PROMPT PAYMENT ACT**

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

**23. FORCE MAJEURE**

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

**24. TRANSITION SERVICES**

Upon notice of termination and/or expiration of this Agreement, the DCJB shall have the right to request an audit (and UT Southwestern shall reasonably accommodate such a request), at DCJB expense and at a reasonable time mutually agreed upon by the parties, any and all records of UT Southwestern relating to

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

## **25. TITLE VI ASSURANCES**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit A.

## **26. PUBLIC INFORMATION**

UT Southwestern strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to UT Southwestern, DCJD will make any information created or exchanged with Sponsoring Institution pursuant to the Contract (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT Southwestern that is accessible by the public.

## **27. SIGNATORY WARRANTY**

The person or persons signing and executing this Agreement on behalf of UT Southwestern, or representing themselves as signing and executing this Agreement on behalf of UT Southwestern, do hereby

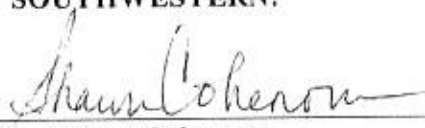
warrant and guarantee that he, she or they have been duly authorized by UT Southwestern to execute this Agreement on behalf of UT Southwestern and to validly and legally bind UT Southwestern to all terms, performances and provisions herein set forth.

**EXECUTED IN QUADRUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

**DCJB**

**UT SOUTHWESTERN:**

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

  
\_\_\_\_\_  
BY: Shawn Cohenour  
Director, Contracts Management

**RECOMMENDED BY:**

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

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Denika R. Caruthers, J.D  
Administrative Legal Advisor  
Dallas County Juvenile Department

**EXHIBIT A: Title VI Assurances/Compliance Policy****1. TITLE VI ASSURANCES/COMPLIANCE POLICY**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

**TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A*****A. Assurances***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and



successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the

privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at

the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

*E. Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States, including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

## JUVENILE BOARD ORDER

ORDER NO: 2016-XXX  
DATE: August 22, 2016  
STATE OF TEXAS §  
COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 Dallas County Juvenile Board was briefed on August 22, 2016, regarding the request to approve the Interlocal Agreement renewal with University of Texas Southwestern Medical Center for the purchase of adjunctive psychological services; and
- WHEREAS,** the contract provisions state that the number of hours of services be a minimum of 5,155 hours; and
- WHEREAS,** the total contract is \$69,705 annually funded through the Texas Juvenile Justice Department State Aid under mental health other professional services; and
- WHEREAS,** the Dallas County Juvenile Department contracts with the University of Texas Southwestern Medical Center to assist in the provision of psychological services; and
- WHEREAS,** the contract period is from September 1, 2016, through August 31, 2017, and payment for these services will be made in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the 2017 Interlocal Agreement between the Juvenile Department and the University of Texas Southwestern Medical Center; with the annual contract amount not to exceed \$69,705 for the term of September, 1 2016 through August 31, 2017, and authorizes the Chairman or designee of the Juvenile Board to sign the agreement and related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# 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:** August 22, 2016

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Juvenile Processing Offices – Dallas Police Department, Dallas County Schools Police Department and Duncanville Independent School District

**Background of the Issue:**

Amendments passed during the 77<sup>th</sup> Legislative Session assign 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 apprise the agency of their obligations and responsibilities when processing juveniles at the approved site.

**Impact on Operations and Maintenance:**

***Dallas Police Department***

The Juvenile Department is requesting the Juvenile Board approve the following request for modification of the Dallas Police Department's Juvenile Processing Office. The Juvenile Department and the Juvenile Board previously approved the Dallas Police Department's Youth Services Section – Operations Unit, located at 1400 S. Lamar, Dallas, Texas 75201 as a designated Juvenile Processing Office on September 22, 2014.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Dallas Police Department was personally inspected by Leslie Gipson, Deputy Director of Administrative and Executive Services on July 21, 2016. During the visit, it was determined that the Dallas Police Department has re-named the unit. Therefore, the Dallas Police Department's Specialized Investigations Division – Operations Unit, located at 1400 S. Lamar, Dallas, Texas 75201 is being requested to be used as a Juvenile Processing Office. There is a sign affixed on the wall designating this area as the Juvenile Processing area. Leslie Gipson has determined this site is suitable as a Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to Lt. Michael W. Woodbury and Detective Richard Dukes 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

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

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 2015, the Dallas Police Department referred one thousand five hundred seven (1507) youth to the Dallas County Juvenile Department. Of the one thousand five hundred seven (1507) referrals, 819 (53.3%) were Black, 617 (40.9%) were Hispanic, 70 (4.6%) were white and 1 (0.1 %) was Asian or Pacific Islander. In addition, 1060 (70.3%) were male and 447 (29.7%) were female.

#### ***Dallas County Schools Police Department***

The Dallas County Schools Police Department room labeled as "Juvenile Processing Room" located at 612 N. Zang Blvd. Dallas, Texas 75208 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Dallas County Schools Police Department room labeled as "Juvenile Processing Room", was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016, and he determined this site remains suitable as a Juvenile Processing Office.

The Duncanville High School - Dallas County Schools Police Department Office, rooms L-105, A118 and B167B marked as "Juvenile Processing Center" located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016 and he determined this site remains suitable as OJuvenile Processing Offices.

The Duncanville Byrd Middle School – Dallas County Schools Police Department Office, room 200F marked as "Juvenile Processing Center" located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016, and he determined this site remains suitable as Juvenile Processing Office.

The Duncanville Reed Middle School – Dallas County Schools Police Department Office, room 115 marked as "Juvenile Processing Center" located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016, and he determined this site remains suitable as Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Offices utilization and operation was provided to Lieutenant Justin Essary 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 Offices, and the specifics associated with the handling of juveniles in the Juvenile Processing Offices. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

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

In calendar year 2015, the Dallas County Schools Police Department referred forty-nine (49) youth to the Dallas County Juvenile Department. Of the forty-nine (49) referrals, 36 (73.5%) were Black, 11 (22.4%) were Hispanic, 2 (4.1%) were white. In addition, 34 (69.4%) were male and 15 (30.6%) were female.

**Strategic Plan Compliance:**

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

**Legal Impact:**

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

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

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

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

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities 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.

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*To assist referred youth in becoming productive,  
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- (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.

**Recommendations:**

The Juvenile Department recommends the Juvenile Board approve the modification of the Juvenile Processing Office for the Dallas Police Department, Specialized Investigations – Operations Unit, 1400 S. Lamar, Dallas, TX 75201. There is a sign affixed on the wall designating this area as the Juvenile Processing area. In addition, the Juvenile Department recommends the Juvenile Board approve removing the Dallas Police Department Youth Services Section – Operations Unit as a Juvenile Processing Office.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Dallas County Schools Police Department, located at 612 N. Zang Blvd. Dallas, Texas 75208, by approving the "Juvenile Processing Room" as a designated Processing Office.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville High School - Dallas County Schools Police Department Office located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116, by approving rooms L-105, A118 and B167B marked as "Juvenile Processing Center" as a designated Processing Office.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville Byrd Middle School - Dallas County Schools Police Department Office located at 1040 W. Wheatland Road, Duncanville, TX 75116, by approving room 200F labeled as "Juvenile Processing Center" as a designated Processing Office.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville Reed Middle School - Dallas County Schools Police Department Office located at 530 E. Freeman Rd., Duncanville, TX 75116, by approving, room #115 labeled as "Juvenile Processing Center" as a designated Juvenile Processing Office.

**Recommended by:**



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



**JUVENILE PROCESSING OFFICE DESIGNATIONS  
DALLAS COUNTY JUVENILE BOARD  
(Revised 8/22/16)**

- |  |   |
|--|---|
| 1) Addison Police Department<br>Juvenile Processing / Briefing Room<br>4799 Airport Parkway<br>Addison, TX 75001 972-450-7120<br>Detention Supervisor, Mr. Michael Meharg                                    | 7) Charlton Methodist Medical Center<br>3500 W. Wheatland-Juvenile Processing Office<br>Dallas, TX 75203<br>Deputy Chief Howard Hollins 214-947-7711  |
| 2) Balch Springs Police Department<br>Juvenile Room / #1<br>12500 Elam Road<br>Balch Springs, TX 75180<br>Sgt. Walts 972-557-6036 Cell 469-853-3958  | 8) City of Combine Municipal Court<br>Combine Police Department<br>Judge's Office, Chief's Office<br>123 Davis Rd. Combine, TX 75159<br>Chief of Police Jack Gilbert<br>972-476-8790 (office) / 214-212-5103 (cell)         |
| 3) Baylor Health Care Dept. of Public Safety<br>Police Supervisors Room, Room 100.10-100.13<br>4005 Crutcher Street, Ste 100<br>Dallas, TX 75246 214-820-6193<br>Asst. Chief Jesse Gomez/Det. Marlana Colvin | 9) Cockrell Hill Police Department<br>Juvenile Processing Office<br>4125 W. Clarendon Drive<br>Dallas, TX 75211<br>Lt. Heraldo Hinojosa 214-939-4141  |
| 4) Carrollton Police Department<br>Youth Services Section Rooms 142-JPO1,<br>143-JPO2, 112-JPO3<br>2025 Jackson Road<br>Carrollton, TX 75006<br>Sgt. Joseph Nault 972-466-4786                               | 10) Coppell Police Department<br>Room 125/ Juvenile Processing Room<br>130 S. Town Center Blvd.<br>Coppell, TX 75019<br>Sgt. Bill Camp 972-304-3593   |
| 5) Cedar Hill ISD Police Department<br>Briefing/Training Office<br>Door 5A entrance, Room 1 & 2<br>504 E. Beltline Rd.<br>Cedar Hill, TX 75104<br>Lt. Eddie Thompson 469-272-2088                            | 11) Dallas County Hospital District P.D.<br>Police Roll Call Room<br>5201 Harry Hines Blvd. Dallas, TX 75235<br>Capt. Richard D. Roebuck Jr. 214-590-4330   |
| 6) Cedar Hill Marshal's Office<br>285 Uptown Boulevard, Room 7108<br>Cedar Hill, TX 75014<br>Marshall Leland Herron 972 291-1500 Ext.1048  | 12) Dallas County Juvenile Justice Department<br>Detention Center and Probation Department<br>Detention Center Room B109<br>Henry Wade Juvenile Justice Department<br>2600 Lone Star Drive<br>Dallas, TX 75212 214-698-2200 |

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

- 13) Dallas County Juvenile Department  
Truancy and Class C Enforcement Center  
Interview Rooms 1-4 & Holding Rooms 1-3  
414 R.L. Thornton Freeway  
Dallas, TX 75203  
Marquita Fisher 214-860-4408
- 14) Dallas County Schools Police Department  
Juvenile Processing Room  
612 N. Zang Blvd.  
Dallas, TX 75208  
Lt. Justin Essary 972-915-6429
- 15) Dallas County Sheriff's Department  
Rooms C3-6 & C3-7  
Frank Crowley Courts Building  
133 North Riverfront Blvd.  
Dallas, TX 75202  
Detective Billy Fetter 214-653-3495
- 16) Dallas Independent School District P.D.  
Holding Rooms A&B, Report Room, Shift  
Briefing Room  
1402 Seegar Street Dallas, TX 75215  
Deputy Chief Gary Hodges (by  
Communications Manager Wilford Davis)  
214-932-5610 or 214-932-5613
- 17) Dallas P.D.- Specialized Investigations  
Division – Operations Unit  
1400 S. Lamar St.  
Dallas, TX 75215  
Lt. Michael Woodbury/Detective R.P. Dukes  
214-671-4250/214-671-4255
- 18) Desoto P.D.  
"Juvenile" Booking and Processing Office  
714 E. Beltline Rd.  
Desoto, TX 75115  
Det. W. Tillman 469-658-3028
- 19) DFW International Airport P.D.  
Public Safety Station 1, Conference Room 154  
Small & Large Conference Room-CID  
2900 East 28<sup>th</sup> Street  
Airport, TX 75261  
Sgt. Kara Cooper 972-973-3561
- 20) Duncanville ISD - Byrd Middle School  
"Juvenile Processing Center" Room # 200F  
1040 W. Wheatland Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 21) Duncanville High School  
"Juvenile Processing Center"  
Rooms L-105, A118 & B167B  
900 W. Camp Wisdom Rd.  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 22) Duncanville Kenner Middle School  
Room labeled as "Police, located in Library  
7101 W. Wheatland Road  
Dallas, TX 75229  
Inv. L. Holcomb 972-708-3713
- 23) Duncanville Police Department  
Juvenile Processing Room, located in Lobby  
203 E. Wheatland Road  
Duncanville, TX 75116  
Inv. Warren Evans 972-780-5037
- 24) Duncanville ISD - Reed Middle School  
"Juvenile Processing Center" Room # 509  
530 E. Freeman Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 25) Eastfield Community College P.D.  
Room #N112-E  
3737 Motley Drive  
Mesquite, TX 75150  
Cpt. Michael Horak 972-860-8344

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*To assist referred youth in becoming productive,  
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- 26) Eastfield Community College P.D  
Pleasant Grove Campus  
Room #112-N  
802 S. Buckner Blvd.  
Dallas, TX 75217  
Cpt. Michael Horak 972-860-8344
- 27) Farmers Branch Police Department  
Juvenile Sect Rm. /Rm. 156  
Interview Room 204  
3723 Valley View Ln.  
Farmers Branch, TX 75244  
Sgt. T. Eoff 972-919-9352
- 28) Garland Police Department  
Room J1008 & J1015  
1900 W. State Street  
Garland, TX 75042  
Supervisor Don McDonald 972-485-4891
- 29) 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
- 30) Grand Prairie ISD-S. Grand Prairie High School  
A Hall-Resource Office-A121  
301 W. Warrior Trail  
Grand Prairie, TX 75052  
Off. Chris Moore, S.R. Off. 972-522-2560
- 31) Grand Prairie ISD-S Grand Prairie High School  
Ninth Grade Center, Room A110C  
305 W. Warrior Trail Grand Prairie, TX 75052  
Off. T.S. Steelman, S.R. Off. 972-3437607
- 32) Grand Prairie High School  
Rooms 501 A&B  
101 High School Drive  
Grand Prairie, TX 75050  
Edward Rahman, S.R. Officer 972-809-5707
- 33) Grand Prairie Johnson D.A.E.P.  
Room 11  
650 Stonewall Drive  
Grand Prairie, TX 75052  
Officer Ray Star, S.R. Officer 972-262-7244
- 34) Grand Prairie P.D.  
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010  
& 1029  
1525 Arkansas Lane  
Grand Prairie, TX 750502  
Officer Teresa Coomes 972-237-8746
- 35) Grand Prairie Young Men's Leadership  
Academy at Kennedy Middle School  
School Resource Office-A216A  
2205SE 4<sup>th</sup> Street  
Leon Roddy, S. R. Officer 972-237-8764
- 36) 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
- 37) Hutchins Police Department  
"Patrol Room"  
205 W. Hickman  
Hutchins, TX 75141  
Asst. Chief D.W. Landers 972-225-2225
- 38) Irving Police Department  
Juvenile Holding Area, Interview Lineup  
Report Writing Room, Report Writing Room,  
Community services Division School Resource  
Office, Juvenile Intake Lobby & Youth  
Investigators Office  
305 N. O'Connor Rd. Irving, TX 75061  
Lt. Monty Vincent 972-721-2456  
Lt. Byron Keyes 972-721-3610  
Invest. Jerry Sanderford 972-721-3731

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*To assist referred youth in becoming productive,  
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- 39) Irving Police Department  
Report Writing Room  
5992 Riverside Dr.  
Irving, TX 75039  
Lt. Monty Vincent      972-721-2456
- 40) Lancaster ISD P.D.  
Elsie Robinson Middle School  
Juvenile Processing Room LISD Police #86  
822 W. Pleasant Run  
Office Keith Wilkerson      972-218-3086
- 41) Lancaster ISD P.D.-Headquarters  
Juvenile Processing Room 603  
814 W. Pleasant Run Road  
Lancaster, TX 75134  
Chief Sam Allen      469-261-8889
- 42) Lancaster ISD P.D.-Lancaster High School  
'Juvenile Processing Office'  
Room G123, Police Office, Room C126A  
200 Wintergreen Rd.  
Lancaster, TX 75134  
Chief Sam Allen      469-261-8889
- 43) Lancaster P.D.  
Rooms A148 & B122  
1650 North Dallas Avenue  
Lancaster, TX 75134  
Assistant Chief W.C. Smith      972-218-2726
- 44) Methodist Health System P.D.  
Front Lobby  
1441 N. Beckley Ave  
Dallas, TX 75203  
Lt. Steven Turner      214-947-8813
- 45) Mesquite Police Department  
Rooms 1016, 1019, 1021, 1022, 2008, 4045 & 4047  
777 North Galloway Avenue  
Mesquite, TX 75149  
Lt. Mitch Kovalcik      972-216-6796
- 46) Ranch View High School  
"Juvenile Processing Office" room C1314  
8401 Valley Ranch Parkway East  
Irving, Texas 75063  
Michael Huffman      972-968-5025
- 47) Richland College P.D.  
Pecos Hall-Rooms P161, P163, P170 P172 & Kiowa Hall-Room K110  
12800 Abrams Road  
Richardson, TX 75243  
Lt. Sena      972-761-6758
- 48) Richardson P.D.  
Youth Crimes Unit/Rooms D-207, D208 & D211  
140 North Greenville Avenue  
Richardson, TX 75081  
Sgt. Jaime Gerhart      972-744-4862
- 49) 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
- 50) Sachse Police Department  
Juvenile Division & Youth Holding Area  
Rooms PS116 and PS118  
3815 Sachse Rd.  
Sachse, TX 75048  
Lt. Steve Norris      469-429-9823
- 51) Seagoville Police Department  
Law Enforcement Center -  
Interview Room and Patrol Room  
600 North Highway 175  
Seagoville, TX 75159  
Manager Christine Dykes      972-287-6834
- 52) Southern Methodist University Police Dept.  
Briefing Room 214  
3128 Dyer Street Dallas, TX 75205

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Lt. Brian Kelly      214-768-1577

- 53) University Park P.D.  
Room 215, 2<sup>nd</sup> Floor  
3800 University Boulevard  
Dallas, TX 75205  
Lieutenant John Ball   214-987-5360
- 54) 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
- 55) Wilmer Police Department  
Warrant Office and Patrol Room  
219 E. Beltline Rd.  
Wilmer, TX 75172  
Sgt. Eric Pon      972-441-6565 Ext. 270

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*To assist referred youth in becoming productive,  
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## JUVENILE BOARD ORDER

**ORDER NO:**               **2016-XXX**

**DATE:**                   **August 22, 2016**

**STATE OF TEXAS**       **§**

**COUNTY OF DALLAS**   **§**

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of September, 2014, 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 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 Dallas Police Department Youth Services Section – Operations Unit, located at 1400 S. Lamar, Dallas, Texas 75201 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board; and

**WHEREAS,**       in response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, the Dallas Police Department was personally inspected by Leslie Gipson, Deputy Director of Administrative and Executive Services on July 21, 2016; and

**WHEREAS,**       during the visit, it was determined that the Dallas Police Department has re-named the unit. Therefore, the Dallas Police Department’s Specialized Investigations Division – Operations Unit, located at 1400 S. Lamar, Dallas, Texas 75201 is being requested to be used as a Juvenile Processing Office. There is a sign affixed on the wall designating this area as the Juvenile Processing area. Leslie Gipson has determined this site is suitable as a Juvenile Processing Office; and

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

**WHEREAS,** specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided to Lt. Michael W. Woodbury and Detective Richard Dukes during the site visit; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the modification of the Juvenile Processing Office for the Dallas Police Department's Specialized Investigations Division – Operations Unit located at 1400 S. Lamar, Dallas, Texas 75201 as a Juvenile Processing Office. In addition, the Juvenile Board approves removing the Dallas Police Department Youth Services Section – Operations Unit as a Juvenile Processing Office.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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: 2016-xxx

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 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 Dallas County Schools Police Department room labeled as "Juvenile Processing Room" located at 612 N. Zang Blvd. Dallas, Texas 75208 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on August 25, 2014.; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Dallas County Schools Police Department was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016; and
- WHEREAS,** during the visit, it was determined that the Dallas County Schools Police Department office marked as "Juvenile Processing Room" remains suitable as a Juvenile Processing Office; and
- WHEREAS,** this Juvenile Processing Office at the Dallas County Schools Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and
- WHEREAS,** specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office notification and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Dallas County Schools Police Department, located at 612 N. Zang Blvd. Dallas, Texas 75208. In addition, the Juvenile Board approves the "Juvenile Processing Room" as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

ORDER NO: 2016-xxx

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 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 Duncanville High School - Dallas County Schools Police Department Office, rooms L-105, A118 and B167B marked as "Juvenile Processing Center" located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016; and
- WHEREAS,** during the visit, it was determined that the Duncanville High School - Dallas County Schools Police Department Office, rooms L-105, A118 and B167B marked as "Juvenile Processing Center" remains suitable as a Juvenile Processing Office; and
- WHEREAS,** this Juvenile Processing Office at the Duncanville High School 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 notification and operation was provided; the training also outlined the



specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville High School - Dallas County Schools Police Department Office located 900 W. Camp Wisdom Rd., Duncanville, TX 75116. In addition, the Juvenile Board approves rooms L-105, A118 and B167B as designated Processing Offices.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

**ORDER NO:**               **2016-xxx**

**DATE:**                   **August 22, 2016**

**STATE OF TEXAS**       **§**

**COUNTY OF DALLAS**   **§**

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 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 Duncanville Byrd Middle School - Dallas County Schools Police Department Office, room 200F marked as "Juvenile Processing Center" located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014; and

**WHEREAS,**       in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016; and

**WHEREAS,**       during the visit, it was determined that the Duncanville Byrd Middle School - Dallas County Schools Police Department Office, room 200F marked as "Juvenile Processing Center" remains suitable as a Juvenile Processing Office; and

**WHEREAS,**       this Juvenile Processing Office at the Duncanville Byrd Middle School 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 notification and operation was provided; the training also outlined the

specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville Byrd Middle School - Dallas County Schools Police Department Office located at 1040 W. Wheatland Road, Duncanville, TX 75116. In addition, the Juvenile Board approves room #200F as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

**ORDER NO:** 2016-xxx

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August, 2016, 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 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 Duncanville Reed Middle School – Dallas County Schools Police Department Office, room 115 marked as “Juvenile Processing Center” located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014; and

**WHEREAS,** in response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices bi-annually, Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on July 13, 2016; and

**WHEREAS,** during the visit, it was determined that the Duncanville Reed Middle School - Dallas County Schools Police Department Office, room 115 marked as “Juvenile Processing Center” remains suitable as a Juvenile Processing Office; and

**WHEREAS,** this Juvenile Processing Office at the Duncanville Reed Middle School 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 notification and operation was provided; the training also outlined the

specifics associated with the handling of juveniles in the Juvenile Processing Office.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville Reed Middle School - Dallas County Schools Police Department Office located at 530 E. Freeman Rd., Duncanville, TX 75116. In addition, the Juvenile Board approves room #115 as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Contract with Dallas Metrocare Services for In-Home Therapeutic Services

**Background of Issue:**

The Juvenile Department offered In-Home Family Preservation Program (FPP) services, with funding provided through the State Aid grant, from FY2005 to FY2012. Through this initiative, the Juvenile Department and Dallas Metrocare Services (DMS) used a team approach to provide intensive in-home services to youth who were on probation, at risk of removal from the home, and had substance abuse issues. The team consisted of a probation officer provided by the Juvenile Department and a therapist, provided by DMS through a professional services contract. The contract expired on August 31, 2012.

On September 24, 2012, under Board Order No. 2012-093, the Dallas County Juvenile Board approved the Juvenile Department's request to discontinue the FPP service delivery model and to utilize the grant funds to support an additional therapeutic team for the Special Needs Unit (SNU). As with the FPP model, the Juvenile Department provided a probation officer and a therapist was provided by DMS through a professional services contract. The term of the most recent professional services contract was September 1, 2014, through August 31, 2015. However, the contract includes language to allow for automatic renewal of the contract for one additional year. The contract was renewed for the period beginning September 1, 2015, through August 31, 2016. The total amount of the professional services contract with DMS is \$71,400, funded by the Texas Juvenile Justice Department State Aid Grant.

The purpose of this brief is to request approval for renewing the professional services contract with Dallas Metrocare Services for FY2017. The term of this new contract will be from September 1, 2016, through August 31, 2017, with an option to automatically renew for one additional year under the same terms and conditions outlined. If the contract is automatically renewed for an additional year in FY2018, the term will be from September 1, 2017, through August 31, 2018.

**Impact on Operations and Maintenance:**

There will be no impact on operations. Field probation officers will continue to refer appropriate youth to SNU. This initiative will be supervised by the SNU supervisor. Budget Services will continue to process invoices from DMS.

**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 and families involved in the Juvenile Justice System, and keeping youth closer to home.

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

**Legal Impact:**

The contract with the Dallas Metrocare Services was approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Any fiscal or programmatic changes to existing contract will be submitted to the Juvenile Board and Commissioners Court for review through a contract amendment process.

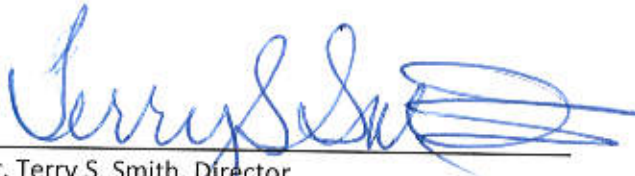
**Fiscal Impact:**

The total amount of the FY2017 professional services contract with DMS is \$71,400, under the Texas Juvenile Justice Department State Aid Grant. If the contract is automatically renewed for FY2018, it will also be funded under the Texas Juvenile Justice Department State Aid Grant. The financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the professional services contract with Dallas Metrocare Services for in-home therapeutic services during FY2017 at an amount not to exceed \$71,400.

**Recommended by:**



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

THE STATE OF TEXAS           §  
   §  
THE COUNTY OF DALLAS       §

**CONTRACT FOR PROFESSIONAL SERVICES  
2016 – 2017**

**BETWEEN**

**THE DALLAS COUNTY JUVENILE BOARD ON BEHALF OF  
THE DALLAS COUNTY JUVENILE DEPARTMENT**

**AND**

**DALLAS METROCARE SERVICES**

**1. PURPOSE:**

This contract is entered into by and between THE DALLAS COUNTY JUVENILE BOARD ("the DCJB") on behalf of THE DALLAS COUNTY JUVENILE DEPARTMENT (the "DCJD") and DALLAS METROCARE SERVICES ("the Contractor"), for the purpose of providing in home family therapy services (the "Services") to non-adjudicated and adjudicated juvenile offenders (the "Clients") in accordance with Texas law, and the provisions of the Texas Juvenile Probation Commission.

**2. TERM:**

The term of this contract will be from September 1, 2016 through August 31, 2017. This Contract will be automatically renewed for one additional year under the same terms and conditions unless one (1) or more of the parties decline to renew this Contract by providing written notice to all parties hereto at least ninety (90) days prior to the expiration of this Contract, or the Contract is terminated sooner pursuant to its terms.

**3. RELATIONSHIP OF PARTIES:**

Contractor is an independent contractor and not an agent, servant, joint enterprise or employee of the County. Contractor represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the DCJB.

**4. ORDER OF PRECEDENCE:**

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

**5. SCOPE OF WORK:**

- A. Contractor shall provide a licensed therapist to provide services to youth and their families identified to participate by the Dallas County Juvenile Department. The therapist must have a minimum of one year prior experience working with clients identified as having a mental health diagnosis.
- B. The therapist will be responsible for all duties and responsibilities as listed in Exhibit B, Position Description.
- C. The therapist will be assigned and available to the Program on a full-time, forty (40) hours per week basis.
- D. In the event that the therapist is unable to fulfill the obligations of this Contract due to resignation, illness or any other reason for more than seven (7) days, Contractor agrees to provide an appropriately licensed replacement until the therapist is returned to work.

**6. OBLIGATIONS OF THE CONTRACTOR:**

- A. The Contractor must conduct criminal background checks of all prospective personnel and staff who will have direct contact with clients, including full-time and part-time employees, volunteers and any other persons working on behalf of Contractor, prior to commencement of work. When reviewing these background checks, Contractor shall keep the "best interest of the child" standard in mind above all else. Moreover, Contractor shall verify that staff has no prior history that would indicate that they would be dangerous to the health and safety of program participants. Contractor must maintain records documenting that these checks have been conducted and make those records available to County upon request.
- B. Therapist shall maintain documentation of all services provided and such documentation shall be in compliance with standards of Metrocare Services and the Texas Juvenile Justice Department



**7. BILLING AND REIMBURSEMENT:**

- A. Contractor understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by DCJD for implementation and operation of the Program from Dallas County. The parties agree that in the event sufficient funds are not available from Dallas County to meet the obligations set forth herein, this Contract will terminate at the sole discretion of DCJD. If this Contract terminates for lack of funds, Contractor shall be entitled to payment for Program services provided prior to the date of termination. Temporary interruptions in funding and DCJD requested suspensions of Program services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.
- C. Payment will be made to Contractor by Juvenile Department no later than thirty (30) days after receipt of:
1. A verified and proper reimbursement request;
  2. Required statistical and/or programmatic documentation; and
  3. Documentation to indicate Insurance requirements outlined in Section 14 have been met.
- D. Requests for reimbursement must be received by Juvenile Department no later than five (5) working days after the last day of the month for which the services were rendered. Reimbursement requests shall be submitted in a format approved by DCJD.
- E. Total compensation shall not exceed **\$71,400.00**. Contractor shall be reimbursed on a monthly basis for the actual cost of services, plus the allowable administrative fee, based on the following budget:

Salary	\$ 48,000.00
Benefits	\$ 11,520.00
Travel	\$ 7,038.00
Insurance	\$ 132.00
Administrative Fee	\$ 4,710.00
Total	\$ 71,400.00

**8. EXAMINATION OF PROGRAM AND RECORDS:**

- A. Contractor agrees that it will permit Juvenile Department to examine and evaluate the services provided under the terms of this Contract and to review all client records. This examination and evaluation will include, but is not limited to, unscheduled site visits, fiscal audits, observation of Program in operation, interviews, and administration of questionnaires to the Contractor staff program and the clients of this program.

- B. Contractor shall provide to Juvenile Department such detailed information regarding contracted Clients as requested by Juvenile Department. Contractor shall respond in writing utilizing any form or format provided by the Juvenile Department in providing information regarding contracted Clients.
- C. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Department or the State of Texas, books, documents, and other evidence (the "Records") pertaining to the cost and expenses of this Contract. For the purposes of this Contract, the Records shall include all financial records, child care records, special treatment records, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- D. Contractor agrees to maintain these records for a minimum of three (3) years after final payment, or until the state approved audit has been made and all questions there from are resolved.
- E. Dallas County Juvenile Department is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants. Contractor agrees to fully cooperate in the monitoring process.

**9. ASSURANCES:**

- A. Contractor agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- B. Contractor assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this Contract;
- C. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified in the State of Texas to perform the required services. Contractor further agrees and ensures that all Program and/or Facility licenses necessary to perform the required services are current and that the County will be notified immediately if such licenses become invalid during the Term of this Contract, or extension, thereto;
- D. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract;
- E. Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171, Tax Code, Contractor by executing this Contract, 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 immediate termination of the Contract, at the sole option of the County;

- F. Under Section 231.006, of the Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment because of delinquent child support obligations or delinquent student loans or grants owed. Contractor acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate; and
- G. Failure to comply with any of these assurances or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

**10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit A.

**11. TERMINATION:**

- A. The County may terminate this Contract without cause by providing thirty (30) days written notice of intention to terminate to all other parties. In the event of an early termination of this Contract or default by Contractor, Contractor shall forfeit any and all compensation for any services provided prior to the termination date which may be due or outstanding for payment as of the date of notice, or termination and/or default is given. Moreover, Contractor will be required to immediately return any funds advanced for services not yet provided.
- B. The County may immediately terminate this Contract for cause, without notice, based upon the following:
  - 1) Failure of Contractor to provide the services required by this contract;

- 2) Failure of Contractor to maintain effective insurance policies required by this Contract; or
- 3) Substantiated physical or sexual abuse of Program Students by employees, agents or subcontractors of Contractor that goes unreported and/or is not addressed appropriately after Contractor becomes aware of the allegations.

**12. NOTICE:**

Any notice to be given under this Contract shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request 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.

**County / DCJB**

Dr. Terry Smith, Director  
Dallas County Juvenile Department  
2600 Lone Star Drive  
Dallas, Texas 75212  
Phone: 214-698-2223  
Fax: 214-698-5508  
Email: [Terry.Smith@dallascounty.org](mailto:Terry.Smith@dallascounty.org)

**Contractor**

Jeannie Rapp, Contracts Monitor  
Dallas Metrocare Services  
1380 River Bend Dr  
Dallas, Texas 75247-4914  
Phone: 214-743-1293  
Fax: 214-630-3469  
Email: [jeannie.rapp@metrocareservices.org](mailto:jeannie.rapp@metrocareservices.org)

**13. INSURANCE AND INDEMNIFICATION:**

Dallas County, Dallas County Juvenile Board, Dallas County Juvenile Department, Dallas County Commissioners Court, elected officials, officers, employees, agents and representatives, ("Indemnities"), shall not be liable to Contractor or any subcontractors, their employees, agents, invitees, licensees, or to any other person whomsoever, for any injury to person or damage to County property, ("Property"), on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Contractor or any of its subcontractors, employees, subtenants, licensees or any other person entering the Property by express invitation of Contractor (collectively "Contractor's Invitees"), or (2) arising out of the use of the Property by Contractor or Contractor's Invitees, or (3) arising out of any breach or default by Contractor or subcontractor in the performance of its obligations hereunder.

Indemnities and Contractor contract and agree that Indemnities shall not be liable to Contractor or any of Contractor's Invitees for any loss or damage that may be occasioned by or through the acts or omissions of Contractor or any of Contractor's Invitees.

To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless, Indemnities 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 Indemnities because of injury (including death) or damage to property (whether real or personal), 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 operations or work under the Contract by Contractor or any of Contractor's Invitees; and (2) the presence on the Property of Contractor or its subcontractors, employees, suppliers, vendors, or any other person acting by or on behalf of Contractor. 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.

Further, Contractor shall release, defend and indemnify Indemnities from and against all loss, damage, claims expense, including judgments and attorney's fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof caused by or involving Contractor or any of Contractor's Invitees, including but not limited to employees, subcontractors, agents, invitees and the property of each party hereto, arising out of or in any way connected with the work upon or adjacent to all or any part of the Property.

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 and any subcontractors, and their insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants," agents, representatives, subcontractors, vendors, or any other person present on the Property or performing any other act or service on Contractor's behalf or at its request, but only to the extent caused by Contractor or any of Contractor's Invitees. Contractor does not indemnify Indemnities from their own actions and nothing herein shall be construed to the contrary.

Contractor hereby covenants and agrees that it will hold County harmless for all personal property of Contractor or any of Contractor's Invitees or any other party having any personal property on the property.

14. **INSURANCE REQUIREMENTS:**

A. The contractor shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract and any extension thereto. Such minimum insurance coverage shall be in the amounts and in full compliance with the following terms and conditions, but only to the extent available at reasonable costs from Contractor's insurance carrier:

- 1) **Workers' Compensation Insurance** in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all employees assigned to operate or work under this Contract. In the event the Contractor elects and the County approves Contractor to sublet any work, Contractor shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless the



Contractor affords such employees protections.

i.	<b>Types of Coverage</b> Workers' Compensation	<b>Limits of Liability</b> Statutory
ii.	<b>Employer's Liability</b> Bodily injury by Accident	\$500,000 each Accident
	Bodily injury by Disease	\$500,000 each Employee
	Bodily injury by Disease	\$500,000 Policy Limit

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County to the extent available at reasonable costs from Contractor's insurance carrier.

- 2) **Liability Insurance Requirements** - Contractor shall at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage and contractual liability coverage, with a minimum of One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to, or death of one person and an aggregate of Two Million and 00/100 Dollars (\$2,000,000.00).
- 3) **Comprehensive 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 comprehensive auto liability insurance coverage in an amount no less than Four Hundred Thousand and 00/100 Dollars (\$400,000.00), covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract for bodily injury and property damages. County shall be made an additional named insured under the terms of these policies of insurance.

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

- B. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will state or contain the following required applicable provisions:

- 1) "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given by the insurance company to the County."
- 2) "Juvenile Board of Dallas County, Dallas County, County Commissioners, County Judge, the County's elected officials, directors, employees, agents, representatives and volunteers are added as additional insured with respect to operations and activities of, or on behalf of the named insured performed under this contract with the Owner." This provision is not applicable to the workers' compensation policy.

- 3) "It is agreed 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."
  - 4) "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."
  - 5) Waiver of subrogation, waiving the issuing insurance company's right of recovery against the County.
- C. Workers' compensation insurance must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. Contractor shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract.
- By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for the duration of this Contract. Contractor further represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- D. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount and in the event that an insurance company should deny coverage. All insurance coverage shall be on a claim made basis unless specifically approved in writing and executed by the County's Director and Risk Manager.
- E. It is the intent of these requirements and provisions that insurance cover all cost and expense so that neither the County nor the Dallas County Juvenile Board will sustain any expense, cost, liability or financial risk as a result of the insured's performance of services under this Contract.
- F. 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 the County and Dallas County Juvenile Board, whether by way of subrogation or otherwise; to the extent available at reasonable costs from Contractor's insurance carrier.
- G. Insurance certificates - The certificates of insurance shall list Dallas County as the certificate holder. All certificates of insurance shall be identified with the RFP number. All insurance

policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the County within ten (10) days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.

- II. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A+ or better by A.M. Best Co. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
- I. If contractor and/or 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, to the extent reasonably priced, and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor 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 Contractor.
- J. 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 Dallas County or Dallas County Juvenile Board** may have upon Contractor's failure to provide and maintain any insurance or policy endorsements, County shall have the right:
  - 1) To order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
  - 2) 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 not 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:
    - i. termination of this Contract;
    - ii. demand on any bond, as applicable;
    - iii. the right of the County to complete this contract by contracting with the "next low bid." 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

iv. any combination of the above.

**This provision shall survive Contract termination.**

- K. Contractor shall advise County in writing within 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 Contract.
- L. 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.
- M. Acceptance of the final products by County or Dallas County Juvenile Board 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 work; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work product prepared by said Contractor, its employees, subcontractors, and agents.
- N. 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 Contract.
- O. The "Juvenile Board of Dallas County" and "Dallas County" shall be named as additional beneficiaries on such policies, and all such policies shall provide for thirty (30) days prior written notice to the County prior to amendment, cancellation or termination. Contractor shall be solely responsible for all cost of any insurance as required herein; and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.

**15. SUBCONTRACTING:**

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

**16. CHOICE OF LAWS AND VENUE:**

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

**17. AMENDMENTS AND CHANGES IN THE LAW:**

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

**18. SEVERABILITY:**

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

**19. SIGNATORY WARRANTY:**

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

**20. ENTIRE AGREEMENT:**

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

**21. BINDING EFFECT:**

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

**22. FEDERAL FUNDED PROJECT:**



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

**23. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**

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

**24. ASSIGNMENT:**

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

**25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

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

**26. SOVEREIGN IMMUNITY:**

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

**27. PREVENTION OF FRAUD AND ABUSE:**

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or Program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees.

Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

**28. FISCAL FUNDING CLAUSE:**


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

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DALLAS COUNTY:

CONTRACTOR:

\_\_\_\_\_  
Clay Jenkins, Dallas County Judge

  
John Burruss, M.D., CEO  
Dallas Metrocare Services

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

**RECOMMENDED:**

\_\_\_\_\_  
BY: Dr. Terry Smith  
Director, Juvenile Department

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Denika R. Caruthers, J.D.

Administrative Legal Advisor

Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions

as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part



104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, N.W. 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: John W. Burruss, MD

John Burruss MD  
Signature, Authorized Representative of Contractor

8/1/2016  
Date

CEO  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-90976

Date Filed:  
07/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Metrocare Services  
1345 River Bend, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

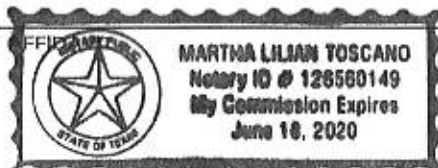
Dallas County Juvenile Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-2017  
Licensed therapist to provide services to youth and their families

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

John W. Burruss, MD  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John W. Burruss, MD, this the 1st day of August, 2016, to certify which, witness my hand and seal of office.

Martha Lilian Toscano Martha Lilian Toscano Notary Public  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

## JUVENILE BOARD ORDER

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August, 2016, 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 has collaborated with the Dallas Metrocare Services for the provision of in-home therapeutic services since FY 2005; and
- WHEREAS,** on September 24, 2012, the Juvenile Board approved the Department's request to discontinue the In-Home Family Preservation (FPP) service model to allow for an additional in-home therapeutic team in the Special Needs Unit (SNU); and
- WHEREAS,** the initiative allows an additional probation officer to team with a therapist provided by Dallas Metrocare Services under a professional services contract; and
- WHEREAS,** the contract term was September 1, 2014, through August 31, 2015, with an automatic renewal of the contract for one year; and
- WHEREAS,** the Juvenile Department requests approval for renewing the professional services contract with Dallas Metrocare Services for FY2017; the term of this new contract will be from September 1, 2016, through August 31, 2017, with an option to automatically renew for one additional year under the same terms and conditions outlined; if the contract is automatically renewed for an additional year in FY2018, the term will be from September 1, 2017, through August 31, 2018; 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 keeping youth closer to home; and
- WHEREAS,** the contract with the Dallas Metrocare Services was approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Legal Advisor; and

**WHEREAS,** the total cost of the FY2017 professional services contract with DMS is \$71,400 which will be funded by the Texas Juvenile Justice Department State Aid Grant; if the contract is automatically renewed for FY2018, it will also be funded under the Texas Juvenile Justice Department State Aid Grant; the financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the professional services contract with Dallas Metrocare Services for in-home therapeutic services during FY2017 at an amount not to exceed \$71,400 and the automatic contract renewal for FY2018, also not to exceed \$71,400.

**DONE IN OPEN BOARD MEETING** this 22nd day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## 0.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**Memorandum**

**Date:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Drug Court Contract With Judge George Ashford III for FY2017

**Background of Issue**

On February 5, 2013, the Dallas County Commissioners Court was briefed and later 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 request 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 request 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 contract in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014. The purpose of this brief is to request the Juvenile Board's approval for a contract between Judge George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2016, through August 31, 2017.

**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 redirect 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 contract with Judge George Ashford III has been reviewed by Ms. 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 under contract from September 1, 2016, through August 31, 2017, 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. Thus far in FY2016, the Drug Court program has provided services to 96 youth. Of those 96 youth, 53 have successfully completed the program. Of those 53 youth, only 3 (5.7 %) have re-offended within one year following the completion of the program.

**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 Drug Court with Judge George Ashford III for FY2017 from September 1, 2016, through August 31, 2017, in the amount not to exceed \$9,000.

Recommended by:

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

## JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22th day of August, 2016, 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,** on February 5, 2013, the Dallas County Commissioners Court was briefed and later ordered (2013-0272) on February 12, 2013, the Juvenile 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 the Juvenile 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 contract in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014; the Juvenile Department requests the Juvenile Board's approval for a professional services agreement between Judge George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2016, through August 31, 2017; 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 contract with Judge George Ashford III was reviewed by Ms. 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 under contract from September 1, 2016 through August 31, 2017 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.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the Juvenile Department's request to enter into contract with Judge George Ashford III for FY2017 from September 1, 2016, through August 31, 2017, in the amount not to exceed \$9,000.

**DONE IN OPEN BOARD MEETING** this 22nd day of August, 2016.

The foregoing 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, 2016 and ending on August 31, 2017, 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. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit A.

### **33. 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.

### **34. 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.

**35. 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.

**36. 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 \_\_\_\_\_, 2016.

**DALLAS COUNTY JUVENILE DEPARTMENT:**

BY: Terry Smith, Director

**CONTRACTOR:**

BY: George Ashford III

By: \_\_\_\_\_  
Denika R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions



as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

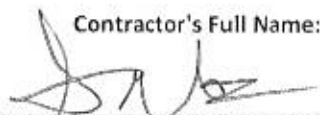
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: George E. Ashford III



Signature, Authorized Representative of Contractor

8-1-16

Date

Owner

Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-93127

Date Filed:  
08/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

George Ashford  
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-2017 Drug Court  
Legal Services

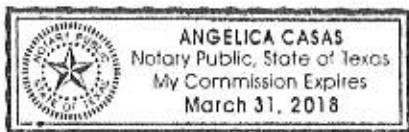
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George E. Ashford III, this the 1st day of August, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Angelica Casas  
Printed name of officer administering oath

Title of officer administering oath



# ACTION ITEM

## P.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding with Big Thought for Evening Reporting Center

**Background of Issue:**

Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over 20 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, participants develop skills associated with job and college readiness such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art.

The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement art-based programming from an outside vendor. The purpose of this brief is to request an approval MOU with Big Thought to implement this programming with the ERC.

**Impact on Operations and Maintenance:**

The ERC would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be delivered by professional visual and performing artists who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

**Strategic Plan Compliance:**

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

**Legal Information:**

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six-week rotation or no later than August 31, 2017. The courses will be funded under FY2017 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

**Performance Impact Measures:**

The youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program; 2) The recidivism rate during and six months after exiting the program; 3) Scoring of the youth and parent satisfaction survey.

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

**Project Schedule/Implementation:**

The program will be implemented upon final execution of the Memorandum of Understanding. This agreement is for September 1, 2016, to August 31, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Big Thought for the Evening Reporting Center. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), effective from September 1, 2016 to August 31, 2017, is entered by and between Big Thought and Dallas County Juvenile Department (DCJD) along with the Evening Reporting Center (ERC).

### **INCORPORATED DOCUMENTS**

All documents below are incorporated herein by reference. Contractor agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), Attachment C, Certificate of Interested Parties 1295.

### **ORDER OF PRECEDENCE**

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

Big Thought and Dallas County have been working together since 1995.

### **SCOPE OF WORK**

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

### **ASSURANCES**

1. Big Thought understands that under no circumstances should individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Big Thought understands that the names of individual working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Big Thought understands that individuals involved in the Creative Solutions program on behalf of BIG THOUGHT must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Big Thought must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. Big Thought understands that individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Big Thought understands that individuals working on behalf of the Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Big Thought will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000.00 from its Office of the Governor, Criminal Justice Division (CJD) Grant to support Big Thought as approved in Commissioner's Court on March 15, 2016.
10. Total payment for FY2017 will not exceed five thousand dollars (\$5,000.00). County's payment will be due to Big Thought after each six week session or no later than August 31, 2017. At the conclusion of the fiscal year, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to Big Thought upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to Big Thought within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Big Thought agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Big Thought agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. Big Thought understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Big Thought agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from September 1, 2016 to August 31, 2017.



## **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU (Exhibit B).

## **CERTIFICATE OF INTERESTED PARTIES 1295**

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. (Exhibit C).

## **INSURANCE**

It is Big Thought's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. Big Thought should also possess umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

## **INDEMNIFICATION**

Big Thought, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.



#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

#### **SOVEREIGN IMMUNITY**

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

**DALLAS COUNTY JUVENILE BOARD:**

BY: \_\_\_\_\_  
Dr. Terry Smith, Executive Director  
Dallas County Juvenile Department

BY: \_\_\_\_\_  
Judge Cheryl L. 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:  \_\_\_\_\_  
Glen Baldwin  
Big Thought, CFO

# **ATTACHMENT A**

## **Contract Specifications**

Big Thought – (Evening Reporting Center)

### **I. COST: \$5,000.00**

### **II. PROGRAM SCHEDULE:**

- A. Service Week: Once per week, (Mondays)
- B. Service Hours: 5:00pm to 6:30pm (90 minute session)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

### **III. PROGRAM COMPONENTS**

- A. Frequency: one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total cost of \$4,950.
- B. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace personal skills, analytical and critical reflection and skill building, and leadership.

### **IV. PROGRAM MECHANICS**

- A. Length of stay: N/A
- B. Holiday Schedule: various based on needs
- C. Summer Schedule: time frame adjusted from June through mid-August.
- D. Transportation: N/A
- E. Meals/Snacks: N/A

## **V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**

### **A. Program Director:**

- Bachelor's degree in education, fine or performing arts, or related field
- Minimum 5 years experience in program management, theatrical production or related field
- Minimum 3 years working with at-risk youth

### **B. Master Artists:**

- Bachelor's degree or equivalent experience in fine or performing arts
- A minimum of 5 years experience in arts-in-education.
- A minimum of 3 years experience working with at-risk youth
- A proven track record in developing artistic programs for children
- Experience in developing arts programs that integrate life skills

### **All positions require:**

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions



as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. *Nondiscrimination Authorities***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, N.W. 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

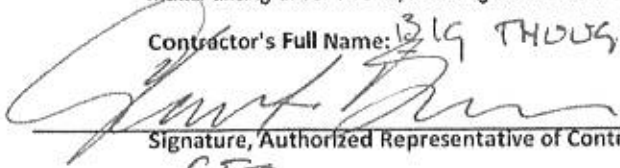
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: 319 THOUGHT

  
Signature, Authorized Representative of Contractor  
CFO

\_\_\_\_\_  
Title

8/5/16  
Date

- (a) The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit A.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Big Thought  
Dallas, TX United States

Certificate Number:  
2016-94564

Date Filed:  
08/03/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Dallas County Juvenile Department

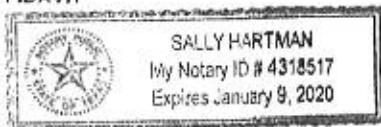
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
JB-08  
Juvenile Education Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Glenn Baldwin this the 5th day of August 20 16, to certify which, witness my hand and seal of office.

*[Signature]* SALLY HARTMAN Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



## JUVENILE BOARD ORDER

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, 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,** Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over 20 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, participants develop skills associated with job and college readiness such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art; and
- WHEREAS,** the Dallas County Juvenile Department Evening Reporting Center (ERC) would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be delivered by professional visual and performing artist who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in; and
- WHEREAS,** the Big Thought Art Therapy program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and
- WHEREAS,** the location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; and
- WHEREAS,** Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department 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,** a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and
- WHEREAS,** Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six week rotation or no later than August 31, 2017. The courses will be funded under FY2017 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division (CJD), for a total not to exceed \$ \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor; and
- WHEREAS,** the youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program; 2)The recidivism rate during and six months after exiting the program; 3) Scoring of the youth and parent satisfaction survey; and
- WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and
- WHEREAS,** this agreement is for September 1, 2016, until August 31, 2017.

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

**DONE IN OPEN BOARD MEETING** this 22nd day of August, 2016.

The foregoing 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:

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

---

Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding with Inspire U for Evening Reporting Center

**Background of Issue:**

Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have provided programming for the Dallas County Truancy Court since 2011, and for Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation – Eagle Scholars Youth Program. The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation who are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The purpose of this brief is to request an approval MOU with Inspire U to implement this programming at the ERC.

**Impact on Operations and Maintenance:**

The ERC will utilize Inspire U's *Inspire Teens* - YELL curriculum program. The *Inspiring Teens* program brings a myriad of educational programs for adolescents, including YELL – Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, to teach adolescents to make better choices when it comes to dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. This will be a six-session course that will meet for 1.5-2 hours each session. Program delivery will be at the Juvenile Justice Alternative Education Program building, at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.



**Strategic Plan Compliance:**

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

**Legal Information:**

The Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

Inspire U will provide one session per week in five 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of each six week rotation. The courses will be funded under FY2017 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

**Performance Impact Measures:**

As a result of the *Inspiring Teens* sessions, students will learn the importance of leadership, discover their own personal leadership styles, work on developing skills that demonstrate good leadership, and explore the attitude of a great leader. The core activities in the YELL curriculum will encourage skill and knowledge building in three key areas: Communication and Interpersonal Skills, Analytical and Critical Reflection and Positive Involvement in School and/or Community Affairs. Upon program completion, participants and parents will complete a survey designed by the Juvenile Department's research and statistics team. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program; 2) The recidivism rate during and six month after exiting the program. 3) Scoring on the youth and parent satisfaction survey.

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

**Project Schedule/Implementation:**

The programs will be implemented upon final execution of the Memorandum of Understanding. This agreement is for September 1, 2016, to August 31, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Inspire U. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), effective from September 1, 2016 to August 31, 2017, is entered by and between INSPIRE U/INSPIRE U and Dallas County Juvenile Department (DCJD) along with the Evening Reporting Center (ERC).

### **INCORPORATED DOCUMENTS**

All documents below are incorporated herein by reference. Contractor agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), Attachment C, Certificate of Interested Parties 1295.

### **ORDER OF PRECEDENCE**

In the event of any inconsistency between the provisions of this Contract and any incorporated documents as described herein, it is agreed by all parties that the provisions of this Contract shall take precedence.

INSPIRE U and Dallas County has been working together since 2015.

### **SCOPE OF WORK**

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

### **ASSURANCES**

1. INSPIRE U understands that under no circumstances should individuals working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. INSPIRE U understands that the names of individual working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. INSPIRE U understands that individuals involved in the Creative Solutions program on behalf of INSPIRE U must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. INSPIRE U must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. INSPIRE U understands that individuals working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. INSPIRE U understands that individuals working on behalf of the INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. INSPIRE U will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000.00 from its Office of the Governor, Criminal Justice Division (CJD) Grant to support INSPIRE U as approved in Commissioner's Court on March 15, 2016.
10. Total payment for FY2017 will not exceed five thousand dollars (\$5,000.00). County's payment will be due to INSPIRE U after each six week session or no later than August 31, 2017. At the conclusion of the fiscal year, INSPIRE U will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to INSPIRE U upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to INSPIRE U within thirty (30) days of receipt of an invoice for the appropriate amount.
13. INSPIRE U agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. INSPIRE U agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. INSPIRE U understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. INSPIRE U agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from September 1, 2016 to August 31, 2017.

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds). The Juvenile Department Title VI Assurances are attached to this MOU (Exhibit B).

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. (Exhibit C).

#### **INSURANCE**

It is INSPIRE U's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. INSPIRE U should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

INSPIRE U, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by INSPIRE U in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

#### CHOICE OF LAWS AND VENUE

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

#### SEVERABILITY

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

#### SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the 27 day of July, 2016.

[SIGNATURES APPEAR ON THE NEXT PAGE].

**DALLAS COUNTY JUVENILE BOARD:**

BY: \_\_\_\_\_  
Dr. Terry Smith, Executive Director  
Dallas County Juvenile Department

BY: \_\_\_\_\_  
Judge Cheryl L. 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: \_\_\_\_\_  
Sonya Parker Goode  
INSPIRE U, CEO



# **ATTACHMENT A**

## **Contract Specifications**

INSPIRE U

I. **COST:** \$5,000.00

### **II. PROGRAM SCHEDULE:**

- A. Service Week: Once per week, (Tuesdays)
- B. Service Hours: 5:00pm to 6:30pm (90 minute session)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

### **III. PROGRAM COMPONENTS**

- A. *Inspire Teens* - Youth Engaged in Leadership and Learning (YELL) curriculum  
Frequency: Six Sessions Weekly---1.5 hours' time frame
- B. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership.

### **IV. PROGRAM MECHANICS**

- A. Length of stay: N/A
- B. Holiday Schedule: various based on needs
- C. Summer Schedule: time frame adjusted from June through mid-August.
- D. Transportation: N/A
- E. Meals/Snacks: N/A

## V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

### Program Director, Life Coach, and Master Trainer - **Sonya Parker Goode CLC, CAMS-I**

Versatile, dynamic life coach and education and training professional with numerous years of social service and case management experience working with non-profit organizations \* Immense ability to inspire others with real life experiences \* Excellent communication and listening skills \* Wide knowledge of methodology and philosophy of life and workplace skills \* Sound demonstration and presentation skills \* Solid knowledge of basic social work principles and values \* Demonstrated success in understanding organizational objectives, exceeding organizational and individual goals and identifying student and employee needs in diverse settings.

Seasoned leader experienced in building strong relationships with individuals, families, students, and employees to create a positive and productive learning environment \* Established ability to manage multiple tasks and meet critical deadlines consistently and effectively \* A proven track record in areas such as life coaching, business plan writing, classroom management, curriculum building, lesson planning, professional development, and maximizing teacher/student relationships.

Excellent communication and time management skills \* Proficient in Microsoft Word, Outlook, PowerPoint, and Internet.

### Professional Experience

**INSPIRE U Coaching and Educational Services**, Addison, Texas November 2008-Present  
**CEO and Life Coach and Master Trainer**

Developed a unique practice designed to get people unstuck emotionally, boosting goal attainment, career advancement, emotion-management skills, and life satisfaction.

#### Delivered Results:

- Consult with clients to understand their problems and inspire them to bring positive changes in their personal and professional lives.
- Evaluate client's current life balance status and help to identify career, financial and family issues.
- Assist clients with setting goals and empower them to take action.
- Direct and train individuals and groups of people with the aim to achieve the best outcomes.
- Help clients understand and evaluate the pros and cons of every decision.
- Provide resources, referrals, and trainings to clients for learning new skills and starting new chapters in their lives.
- Develop and facilitate a variety of life skills and business development coaching sessions.
- Consult with and advise-in person and by telephone-clients of a variety of personal backgrounds and professional levels. Select clients include lawyers, child services professionals, non-profit board members, judges, college instructors, high school teens, single moms and dads, and blended families.

**Richland College**, Dallas, Texas August 2001-Present  
**Adjunct Instructor and Academic Advisor**

Perform all teacher related functions including preparing lesson plans, student development, classroom management and classroom safety.

#### Delivered Results

- Maintain daily workflow by preparing lesson plans for assigned subject areas and establish clear objectives for all lessons, units and projects, and communicate those objectives to students which enhanced classroom productivity.

- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence.
- Guide and counsel students with adjustment and/or academic problems, or special interest in order to boost academic stability and student morale.
- Collaborate and communicate with students, colleagues, and administrators to ensure the highest level of learning and productivity for all students.
- Follow all district and individual school policies, rules and procedures to which teachers are subject and which good teaching dictates.

**El Centro College**, Dallas, Texas  
*ESOL Adjunct Instructor*

September 2003-February 2004

**Dallas ISD**, Dallas, Texas  
*High School English, Reading, and Speech Instructor-9<sup>th</sup> Grade*

January 1999-December 2006

## **Social Service Work Experience**

**Crossroads Community Services First United Methodist Church**, Dallas, Texas July 2010-May 2011  
*Programs Manager*

**The Salvation Army Carr P. Collins Social Services Center**, Dallas, Texas October 2009-July 2010  
*Social Services Manager*

**Catholic Charities of Dallas Refugee and Empowerment Services**, Dallas, Texas  
*Education Services Director* September 2001-October 2006

## **Education**

Capital One Bank  
Getting Down to Business Program  
**Entrepreneur and Business Plan Competition – Class Valedictorian**  
Graduation Date: November 2013

Argosy University, Dallas, Texas  
**Master of Arts Degree in Professional Counseling**  
Graduation Date: Degree coursework completed/practicums not completed

University of Texas at Dallas, Richardson, Texas  
**Bachelor of Arts Degree in English**  
Graduation Date: May 1998

## **Training Certifications**

- Certified Anger Management Specialist I
- Family Wellness: Survival Skills for Families
- Building Family Connections
- 7 Habits of Successful Families

- Active Relationships for Adults
- Birthing from Within
- NFI'S Doctor Dad/Inside Out Dad
- Why Knot – Marriage Readiness for Men
- Active Relationships for Teens
- Getting It Right
- Teen Parenting Program

### *Mentor and Facilitator - Norman Goode CAMS-I*

For the past 25 years, Norman Goode has provided social services and case management assistance to improve the social and psychological functioning of families in hopes of maximizing the well-being and academic functioning of children. He has served as a liaison between students, homes, schools, family services, child guidance clinics, courts, jails and prisons, protective services, doctors, and other community service organizations to help families that face problems such as substance abuse, incarceration, unemployment, and poverty.

Mr. Goode worked full time for 7 yrs, as a Dallas County Community Supervision Officer for an Alcohol & Substance Abuse Aftercare Program called S.T.A.C. (Successful Treatment of Addictions thru Collaborations); and he currently works as a CSO in one of the Dallas County Adult Probation field offices. In his free time, Mr. Goode has spent countless hours mentoring and facilitating workshops for **Inspiring Teens**, a division of INSPIRE U committed to helping young males learn vital life and leadership skills that include effective communication, managing anger and resolving conflict, and the importance of being responsible and working effectively with others. Mr. Goode has also provided a vast array of life skills, healthy relationship, and parenting workshops for the Hutchins State Jail (Faith Based Dorm) and the Homeward Bound Residential Treatment Center for the last 7 years.

Mr. Goode's professional background includes:

- Director of Fatherhood Programs - North Texas Fatherhood Initiative
- Community Outreach Coordinator – ANTHEM
- Career & Technology High School Teacher – Winfree Academy Charter School
- Service Coordinator – MHMR of Tarrant County
- Case Manager – AIDS Outreach Center
- Owner/Administrator –Licensed Residential Health Care Facility

### **Training Certifications**

Mr. Goode holds a Bachelors Degree from Clark Atlanta University, and he has been trained as a Family Life Educator certified to facilitate a host of marriage and family strengthening programs, including Fragile Families, Married and Loving It, Why Knot – A Marriage Readiness Program for Men, Franklin Covey's 8 Habits of a Successful Marriage, Family Wellness, and Active Relationships for Adults and Youth. He is also a Certified Anger Management Specialist I.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions



as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, N.W. 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).


Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: INSPIRE U Coaching and Educational Services  
SONYA PARKER Goode

  
Signature, Authorized Representative of Contractor

7-27-16  
Date

Owner  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-90887

Date Filed:  
07/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

INSPIRE U Coaching and Educational Services  
Garland, TX, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County Juvenile Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

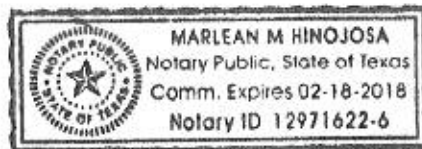
JB-09  
Education and Training for Youth - Interpersonal Skills and Leadership Development

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parker Goode, Sonya	Garland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SONYA PARKER GOODE, this the 3rd day of AUGUST, 20 12, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

MARLEAN M. HINOJOSA  
Printed name of officer administering oath

NOTARY  
Title of officer administering oath

## JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: August 22, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of August 2016, 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,** inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have provided programming for the Dallas County Truancy Court since 2011, and for Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation – Eagle Scholars Youth Program; and

**WHEREAS,** the Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The Juvenile Department request approval for an MOU with Inspire U to implement this programming with the ERC; and

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

**WHEREAS,** program delivery will be at the Juvenile Justice Alternative Education Program building, at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; and

**WHEREAS,** Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department 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 Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and
- WHEREAS,** Inspire U will provide one session per week in five, 6 week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each six-week rotation. The courses will be funded under FY2017 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000; and
- WHEREAS,** the youth who participate will increase their fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. The *Inspiring Teens* program brings a myriad of educational programs for adolescents, including YELL – Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, to teach adolescents to make better choices when it comes to dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices; and
- WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and
- WHEREAS,** this agreement is for September 1, 2016, until August 31, 2017.

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

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# 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:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Contract with Jewish Family Services of Greater Dallas FY2017

**Background of Issue:**

On September 8, 2015, the Juvenile Department was awarded grant funding \$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 is renewed annually for a three year grant cycle. This is the second year of the three-year grant cycle for this program.

The FVIP grant program is designed to divert 50 youth annually who are 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 initially briefed and gave approval on October 30, 2012 (Order No. 2012-1833) regarding the Juvenile Department's recommendation for a contract 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. On March 15, 2016, 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 contract with the Jewish Family Services of Greater Dallas for FY2017. The proposed new agreement term ends August 31, 2017.

**Impact on Operations and Maintenance:**

Case processing and management of this program is through the Intake Unit probation officer staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and 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, 173 youth have completed the program. As of August 16, 2016, only 20 of those 173 youth have re-offended following completion which is a recidivism rate of 11.6%.

**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 contract with the Jewish Family Services of Greater Dallas has been approved as to form by Administrative Legal Advisor Denika Caruthers. The signature of the Dallas County Judge is required on the contract.

**Financial Impact/Considerations:**

The amount of the grant award for FY 2017 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW. The grant also provides funding for the use of a cell phone for the LPC/LCSW and mileage reimbursement for the LPC/LCSW to travel throughout the county to provide services. The total payment to JFS will not exceed \$81,340.00. The services for payment are outlined in the agreement. In FY2017 the grant will also pay for office supplies for the juvenile probation officer and art supplies for the juvenile to utilize during the therapeutic process, which will be purchased with the remaining funds. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

JFS currently provides the contracted services. If the contract for FY2017 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the contract 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:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, 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,** on September 8, 2015, the Juvenile Department was awarded grant funding \$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 is renewed annually for a three year grant cycle. This is the second year of the three-year grant cycle for this program; and

**WHEREAS,** the FVIP grant program is designed to divert 50 youth annually who are 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 initially briefed and gave approval on October 30, 2012 (Order No. 2012-1833) regarding the Juvenile Department's recommendation for a 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. On March 15, 2016, 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 contract with the Jewish Family Services of Greater Dallas for FY2017. The proposed new agreement term ends August 31, 2017; and

**WHEREAS,** case processing and management of this program is through the Intake Unit probation officer staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and 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, 173 youth have completed the



program. As of August 16, 2016, only 20 of those 173 youth have re-offended following completion which is a recidivism rate of 11.6%; and

**WHEREAS,** the amount of the grant award for FY 2017 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW. The grant also provides funding for the use of a cell phone for the LPC/LCSW and mileage reimbursement for the LPC/LCSW to travel throughout the county to provide services. The total payment to JFS will not exceed \$81,340.00. The services for payment are outlined in the agreement. In FY2017 the grant will also pay for office supplies for the juvenile probation officer and art supplies for the juvenile to utilize during the therapeutic process, which will be purchased with the remaining funds. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and

**WHEREAS,** JFS currently provides the contracted services. If the contract for FY2017 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2017; and

**WHEREAS,** the contract with the Jewish Family Services of Greater Dallas has been approved as to form by Administrative Legal Advisor Denika Caruthers. The signature of the Dallas County Judge is required on the contract.

**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,** semi-annual performance reports are submitted to CJD that tracks demographics, program activities, strategies and performance outcomes.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the contract with Jewish Family Service for the Family Violence Intervention Program.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

THE STATE OF TEXAS                   §  
   §  
   §  
THE COUNTY OF DALLAS               §

**CONTRACT**

**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 fifty (50) 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:** A total of 50 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 \$78,440. Reimbursement for LPC/LCSW to travel and work with families at Dallas-area probation offices is a total of \$2,500. 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 \$400 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 \$81,340.00.

## **2. TERM:**

County is currently on year two of a three-year award. The term of this Contract shall be from September 1, 2016 to August 31, 2017, with an option to extend for one year following this term.

## **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 FY2017.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$81,340.00 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 (\$81,340.00) 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 (\$81,340.00) 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, Three Hundred Thirty Five Dollars (\$20,335) 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.
- (l) As a non-federal entity, Contractor, agrees to remain compliant with 2 CFR section 180.300, and confirms that Contractor is not suspended or debarred or otherwise excluded from participating in this transaction. Contractor agrees that Dallas County may collect certification at any time.

#### 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) OCCASIONED 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) OCCASIONED 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, 6<sup>th</sup> 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 75247

#### **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.

- (c) 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 provided 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 \_\_\_\_\_, 2016

**DALLAS COUNTY:**

\_\_\_\_\_  
BY: Clay Jenkins  
Dallas County Judge

**CONTRACTOR:**

  
\_\_\_\_\_  
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 R. Caruthers, J.D.  
Administrative Legal Advisor  
Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all vendors that it will affirmatively ensure that any contract, bid, Memorandum of Understanding or Agreement entered into will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions

as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

*B. Nondiscrimination Authorities*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### C. *Representations/Warranties*

The Contractor also makes the following representations and warranties to Dallas County (and the Juvenile Department):

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

#### D. *Title VI Complaints*

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources  
c/o: Dallas County Director of Human Resources and Title VI Coordinator  
509 Main St., 1st Floor, Ste. 101, Records Building  
Dallas, TX 75202  
(214) 653-7638 (phone)  
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at [http://www.dallascounty.org/department/HR/title\\_vi.html](http://www.dallascounty.org/department/HR/title_vi.html) or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at [www.justice.gov](http://www.justice.gov).

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

#### E. *Enforcement*

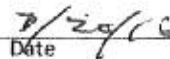
The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: \_\_\_\_\_



Signature, Authorized Representative of Contractor



Date



Title



- (a) The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities. See Exhibit A.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-85116

Date Filed:  
07/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Jewish Family Service of Dallas, Inc  
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Dallas County Purchasing Department

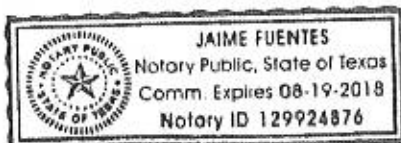
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
JB-07  
Counseling and support services for at risk youth

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jewish Family Service of Dallas, Inc	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the 20 day of July, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Jaime Fuentes  
Printed name of officer administering oath

Operation Assistant  
Title of officer administering oath

## JUVENILE BOARD ORDER

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, 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,** on September 8, 2015, the Juvenile Department was awarded grant funding \$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 is renewed annually for a three year grant cycle. This is the second year of the three-year grant cycle for this program; and

**WHEREAS,** the FVIP grant program is designed to divert 50 youth annually who are 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 initially briefed and gave approval on October 30, 2012 (Order No. 2012-1833) regarding the Juvenile Department's recommendation for a 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. On March 15, 2016, 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 contract with the Jewish Family Services of Greater Dallas for FY2017. The proposed new agreement term ends August 31, 2017; and

**WHEREAS,** case processing and management of this program is through the Intake Unit probation officer staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and 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, 166 youth have participated in

the program; and

**WHEREAS,** the amount of the grant award for FY 2017 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW. The grant also provides funding for the use of a cell phone for the LPC/LCSW and mileage reimbursement for the LPC/LCSW to travel throughout the county to provide services. The total payment to JFS will not exceed \$81,340.00. The services for payment are outlined in the agreement. In FY2017 the grant will also pay for office supplies for the juvenile probation officer and art supplies for the juvenile to utilize during the therapeutic process, which will be purchased with the remaining funds. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and

**WHEREAS,** JFS currently provides the contracted services. If the contract for FY2017 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2017; and

**WHEREAS,** the contract with the Jewish Family Services of Greater Dallas has been approved as to form by Administrative Legal Advisor Denika Caruthers. The signature of the Dallas County Judge is required on the contract.

**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,** semi-annual performance reports are submitted to CJD that tracks demographics, program activities, strategies and performance outcomes.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the contract with Jewish Family Service for the Family Violence Intervention Program.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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**

**S.**





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** August 22, 2016  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Ratification of JJAEP Summer Camp: TJJD Prevention, Programming and Placement Funding Request

**Background of Issue:**

On July 13, 2016, the Texas Juvenile Justice Department announced the availability of Prevention and Intervention Funds, with a deadline to apply by August 4, 2016. On August 4, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to TJJD Prevention and Intervention grant funds announcement called "Prevention, Programming and Placement Funding Application Request." This solicitation targets at-risk youth who display behaviors leading to delinquency, truancy or referral to the Juvenile Justice System. The application includes academic enrichment, social skills building, and service learning experiences over the course of a three-week summer camp program. DCJD was awarded this funding in March 2016 for the July 2016 JJAEP Summer Camp. DCJD is applying for funding to implement a 2017 JJAEP summer camp. The Juvenile Justice Alternative Education Program (JJAEP) will be responsible for administering the camp and supervising camp attendees.

**Impact on Operations and Maintenance:**

DCJD proposes to offer a three-week summer camp experience to serve approximately 12 to 14 non-adjudicated youth, between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. This year DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip, including a dining experience at a local restaurant, and a creative learning experience, provided by Big Thought. All services must be rendered and any goods must be ordered by August 31, 2017.

**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:**

This grant application has been reviewed by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Dallas County Judge is required to sign any related grant documents on behalf of Dallas County.

**Financial Impact/Considerations:**

The grant application included a request for funds for \$7,219. This includes \$440 for a part-time teacher to offer a credit recovery lab, \$2,780 for daily meals, including meals during field trips and camp supplies, \$900 for youths' bus passes and travel to and from the field trips, as well as transportation to and from home, \$854 for field trip admission, and \$2,245 for Big Thought supported services. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

**Performance Impact Measures:**

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation.

**Project Schedule/Implementation:**

The grant application was due on August 4, 2016. All services must be rendered and any goods must be ordered by August 31, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board ratify the submission of the TJJD Prevention, Programming, and Placement Funding Application and authorize the Dallas County Judge to sign any related grant documents.

**Recommended by:**

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

## JUVENILE BOARD ORDER

**ORDER NO:** 2016-XXX

**DATE:** August 22, 2016

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22<sup>nd</sup> day of August 2016, 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,** on July 13, 2016, the Texas Juvenile Justice Department announced the availability of Prevention and Intervention Funds, with a deadline to apply by August 4, 2016. On August 4, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to TJJD Prevention and Intervention grant funds announcement called "Prevention, Programming and Placement Funding Application Request." This solicitation targets at-risk youth who display behaviors leading to delinquency, truancy or referral to the Juvenile Justice System. The application includes academic enrichment, social skills building, and service learning experiences over the course of a three-week summer camp program. DCJD was awarded this funding in March 2016 for the July 2016 JJAEP Summer Camp. DCJD is applying for funding to implement a 2017 JJAEP summer camp. The Juvenile Justice Alternative Education Program (JJAEP) will be responsible for administering the camp and supervising camp attendees; and

**WHEREAS,** DCJD proposes to offer a three-week summer camp experience to serve approximately 12 to 14 non-adjudicated youth, between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. This year DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip, including a dining experience at a local restaurant, and a creative learning experience provided by Big Thought; and

**WHEREAS,** the grant application included a request for funds for \$7,219. This includes \$440 for a part-time teacher to offer a credit recovery lab, \$2,780 for daily meals, including meals during field trips and camp supplies, \$900 for youths' bus passes and travel to and from the field trips, as well as transportation to and from home, \$854 for field trip admission, and \$2,245 for Big Thought

supported services. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and

**WHEREAS,** this grant application has been reviewed by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Dallas County Judge is required to sign any related grant documents on behalf of Dallas County; and

**WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation; 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 grant application was due on August 4, 2016. All services must be rendered and any goods must be ordered by August 31, 2017.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board ratify the submission of the TJJD Prevention, Programming, and Placement Funding Application and authorize the Dallas County Judge to sign any related grant documents.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# DISCUSSION ITEMS VII





# DISCUSSION ITEM T.

**Director's Report Academy for Academic Excellence (AAE): July 2016**

Phase II summer End of Course (EOC's) exams were administered the week of July 11-15<sup>th</sup>.

Below is a breakdown of the total number of answer documents submitted (STAAR and STAAR-A combined) for the July EOC administration.

Campus	Algebra I	English I	English II	Biology	US History
JDC (001)	57	58	37	29	12
DRC (002)	3	4	2	3	1
M/YV (003)	44	47	18	27	7
SAU (004)	10	12	7	6	0
Letot (005)	5	7	6	3	1

Dr. Guillory and Mr. McCann attended the JJAEP Symposium in Georgetown, TX presented by Dr. Marie Welsh from TJJD (July 20-22).

Four teachers attended the ESL Title III Symposium in Austin (July 25-27). The Symposium hosts networking sessions and a series of workshops on instructional techniques and strategies related to English Language Learners.



# ACTION ITEMS

## VIII



**ACTION ITEM**  
**U.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** August 22, 2016  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Amendment to the Interlocal Agreement between Dallas County Schools and Academy for Academic Excellence for Technology Services

**Background of Issue:**

On July 27, 2015, the Academy for Academic Excellence Charter School Board approved the Renewal of the Interlocal Agreement (ILA) between Dallas County Schools (DCS) and Academy for Academic Excellence (AAE) to provide the communications infrastructure/internet services (Court Order #2015-085). The term for this agreement was July 1, 2015, to June 30, 2018. Dallas County Schools shall continue to provide the District with technical support, interface with vendors to resolve District support issues, and invoice the District for services provided.

**Impact on Operations and Maintenance:**

Due to the closing of the Records Building for renovations, the Opteman Circuit (11.L1XN500504) that supplies the technology services to AAE, had to be moved to the George Allen Courts Building. Mr. Fred Holmes, Sr. Network Engineer, Dallas County Information Technology (IT) approved the early termination of the Opteman Circuit and accrued the fees for early termination for a cost of \$6,177.28. The changes in the Amendment to the ILA are:

- Cost for early termination fees covered by IT not AAE.
- Extended end dates.
- Circuit upgrade.
- No change in cost to ILA approved July 27, 2015, (Court Order #2015-085) to AAE (\$4,200 from State Aid/7500).

**Strategic Plan Compliance:**

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

**Legal Information:**

The Amendment to the Interlocal Agreement has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

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



**Financial Impact/Considerations:**

There is no change in the Amendment related to the services and cost for the services for internet access up to 100 mega bites per second (Mbps) at an annual cost of \$4,200 from State Aid (7500) as indicated in the Interlocal Agreement. This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager.

**Performance Impact Measures:**

All parties shall comply with the terms of the agreement for use of communications infrastructure/internet services.

**Project Schedule/Implementation:**

The initial term for the Interlocal Agreement was from July 1, 2015, to June 30, 2018. This Amendment to the ILA, shall be revised to extend the end date of the Agreement from June 30, 2018, to June 30, 2019. This additional year was recommended by Dallas County IT Sr. Engineer Fred Holmes and agreed upon by Dallas County Schools.

**Recommendation:**

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Amendment to the Interlocal Agreement between Dallas County Schools and the Academy for Academic Excellence for the use of communications infrastructure/internet services.

**Recommended by:**



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

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
TO PROVIDE TECHNOLOGY SERVICES  
BETWEEN DALLAS COUNTY SCHOOLS AND  
DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE**

**WHEREAS**, Dallas County Schools (“DCS”) and the Dallas County Academy for Academic Excellence (the “District”) entered into an Interlocal Agreement to Provide Technology Services effective July 1, 2015 (the “Agreement”); and

**WHEREAS**, the parties desire to extend the term of the Agreement and amend Attachment A to reflect costs for the 2016-2017 school year.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, DCS and the District agree to amend the Agreement as follows:

- 1. TERM.** The Agreement shall be revised to extend the end date of the Agreement from June 30, 2018 to June 30, 2019 (“End Date”).
- 2. TERMINATION.** Section 4 of the Agreement shall be replaced with the following paragraph:

DCS shall have the right to terminate this Agreement for cause upon breach by the District that has not been cured within thirty (30) days after receipt of notice from DCS as to such breach. The District shall be responsible for any Vendor early termination charges resulting from the termination of this Agreement.”
- 3. COSTS.** Attachment A is amended to reflect the Services and costs for the 2016-2017 school year. Attachment A shall be amended as necessary to add additional services and/or to reflect any changes in costs for the subsequent school year(s).
- 4. OTHER TERMS.** All other terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Interlocal Agreement to Provide Technology Services Between Dallas County Schools and the Dallas County Academy for Academic Excellence, effective April 1, 2016.

**DALLAS COUNTY SCHOOLS:**

**DALLAS COUNTY ACADEMY  
FOR ACADEMIC EXCELLENCE:**

  
By: Rick D. Sorrells, Ed.D.  
Superintendent

Date: 04/05/2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

### **2016 – 2017 Services**

**Internet Access** - 100 Mbps at an annual cost of \$4,200.00\*

\*Quoted prices are subject to E-Rate funding and may change depending on reimbursement and discount rates. Pricing for future modifications of Internet Access bandwidth is subject to change and shall be prorated accordingly.

## JUVENILE BOARD ORDER

ORDER NO: 2015-085

DATE: July 27, 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 27th day of July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Judge Ken Molberg

Judge Andrea Martin

Commissioner John Wiley Price

Judge Paula Miller

Judge Clay Jenkins

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

- WHEREAS,** in June 2015, at the Academy for Academic Excellence Charter School Board Meeting (AAE), the Academy for Academic Excellence FY16 budget was approved; and
- WHEREAS,** on February 1, 2012 Dallas County Schools and the Academy for Academic Excellence (AAE) entered into an Interlocal Agreement to provide communications infrastructure/internet services. The purpose of this order is to renew the contract with DCS; and
- WHEREAS,** Dallas County Schools shall provide the District with technical support, interface with vendors to resolve District support issues, and invoice the District for services provided; 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 Interlocal Agreement shall be from July 1, 2015 to June 30, 2018 beginning with onset of the school year. Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.



**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement between Dallas County Schools and the Academy for Academic Excellence.

**DONE IN OPEN BOARD MEETING** this 27 day of July, 2015.

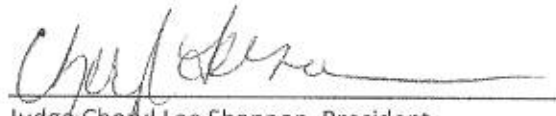
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Ken Molberg, and duly adopted by the Charter School Board on a vote of 6 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge Cheryl Lee Shannon, President  
Academy for Academic Excellence School Board

**INTERLOCAL AGREEMENT TO PROVIDE TECHNOLOGY SERVICES  
BETWEEN DALLAS COUNTY SCHOOLS AND  
DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE**

**WHEREAS**, Dallas County Schools ("DCS") and Dallas County Academy for Academic Excellence (the "District") are each political subdivisions of the State of Texas; and

**WHEREAS**, DCS has entered into agreements with vendors (the "Vendors") to provide DCS with various technology services (the "Vendor Services"); and

**WHEREAS**, DCS, pursuant to such agreements with the Vendors, desires to provide the District with the Vendor Services and support services by DCS (collectively the "Services") set forth in Attachment A hereto; and

**WHEREAS**, the District desires to accept and purchase the selected Services from DCS pursuant to the terms and conditions of this agreement (the "Agreement").

**NOW, THEREFORE**, DCS and the District enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for the provision of the Services by DCS to the District for the mutual consideration stated herein:

**1. TERM**

This Agreement shall be effective July 1, 2015 (the "Effective Date") for a three (3) year period through June 30, 2018 (the "Initial Term"). Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.

**2. RELATIONSHIP OF THE PARTIES**

Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. DCS represents and warrants that it has, or will secure at its own expense, all personnel, consultants, and/or vendors required to provide the Services under this Agreement. No officer and/or member of the governing body of DCS or the District shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of DCS or the District have a pecuniary interest in this Agreement or any part thereof.

#### **4. TERMINATION**

DCS shall have the right to terminate this Agreement for cause upon breach by the District that has not been cured within thirty (30) days after receipt of notice from DCS as to such breach. The District shall be responsible for any Vendor early termination charges resulting from the termination of this Agreement prior to the end of the Initial Term by the District or by DCS for cause.

#### **5. NOTICE**

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been received upon actual receipt.

##### **If to DCS, to:**

Rick D. Sorrells, Ed. D.  
Superintendent  
Dallas County Schools  
612 North Zang Boulevard  
Dallas, Texas 75208

##### **If to District, to:**

Karen Ramos  
Deputy Director/Superintendent  
Academy for Academic Excellence  
1673 Terre Colony Court  
Dallas, Texas 75212

#### **6. LIABILITY**

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto

## **9. SEVERABILITY**

In the event that any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

## **10. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between DCS and the District with respect to the Services set forth in Attachment A, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

## **11. BINDING EFFECT**

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

## **12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, ordinance, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance thereunder.

## **13. ASSIGNMENT**

Neither party may transfer or assign its interest in this Agreement, nor delegate its duties hereunder, except as specifically provided for or as contemplated herein, without the prior written consent of the other party. Each party understands that in the event that all or substantially all of its assets are acquired by another entity, that party or its successor in interest will remain obligated to fulfill the terms and conditions of this Agreement.

## **14. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS**

This Agreement may be executed in multiple counterparts, including without limitation facsimile or emailed counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Words of any gender

information obtained by either party from the other in connection with this Agreement and each respective party's performance thereunder.

- B. All records created by DCS or the District pursuant to this Agreement shall belong to DCS or the District, as the case may be.

#### **19. PROMPT PAYMENT ACT**

DCS agrees that a temporary delay by the District in paying an invoice due to the Districts' accounting disbursement procedures shall not place the District in default of this Agreement and shall not render the District liable for interest or penalties, provided such delay in payment does not exceed thirty (30) days after receipt of the invoice. Any amount not paid by the District to DCS within thirty (30) days after receipt of an invoice shall bear interest in accordance with Chapter 2251 of the Texas Government Code, as amended.

#### **20. FORCE MAJEURE**

Neither DCS nor the District shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by reason of a strike; stoppage of labor; riot; fire; flood; storm; invasion; insurrection; terrorist act; accident; government regulation; order of court, judge, or civil authority; act of God; or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder. In the event of any such occurrence, the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

#### **21. SIGNATORY WARRANTY**

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

[SIGNATURE PAGE TO FOLLOW]



ATTACHMENT A

**2015 – 2016 SERVICES**

**Managed Internet Access** - 100 Mbps at an annual cost of \$4,200.\*

\*Quoted prices are subject to E-Rate funding and may change depending on reimbursement and discount rates.

**District Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER**

**ORDER NO:** 2016 - XXX

**DATE:** August 22, 2016

**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 22<sup>nd</sup> day of August 2016, 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 Academy for Academic Excellence Charter School Board Order:

**WHEREAS,** on July 27, 2015 the Academy for Academic Excellence Charter School Board approved the Renewal of the Interlocal Agreement (ILA) between Dallas County Schools (DCS) and Academy for Academic Excellence (AAE) to provide the communications infrastructure/internet services (Court Order #2015-085). The term for this agreement was July 1, 2015 to June 30, 2018. Dallas County Schools shall continue to provide the District with technical support, interface with vendors to resolve District support issues, and invoice the District for services provided; and

**WHEREAS,** due to the closing of the Records Building for renovations, the Opteman Circuit (11.L1XN500504) that supplies the technology services to AAE, had to be moved to the George Allen Courts Building. Mr. Fred Holmes, Sr. Network Engineer, Dallas County Information Technology (IT) approved the early termination of the Opteman Circuit and accrued the fees for early termination for a cost of \$6,177.28. The changes in the Amendment to the ILA are:

- Cost for early termination fees covered by IT not AAE.
- Extended end dates.
- Circuit upgrade.
- No change in cost to ILA approved July 27, 2015 (Court Order #2015-085) to AAE (\$4,200 from State Aid/7500); 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 Amendment to the Interlocal Agreement has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor; and

- WHEREAS,** there is no change in the Amendment related to the services and cost for the services for internet access up to 100 mega bites per second (Mbps) at an annual cost of \$4,200 from State Aid (7500) as indicated in the Interlocal Agreement. This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and
- WHEREAS,** all parties shall comply with the terms of the agreement for use of communications infrastructure/internet services; and
- WHEREAS,** the initial term for the Interlocal Agreement was from July 1, 2015, to June 30, 2018. With this Amendment to the ILA, the term shall be revised to extend the end date of the Agreement from June 30, 2018, to June 30, 2019; and
- WHEREAS,** it is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Amendment to the Interlocal Agreement between Dallas County Schools and the Academy for Academic Excellence for the use of communications infrastructure/internet services.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approve the Amendment to the Interlocal Agreement between Dallas County schools and Academy for Academic Excellence for Technology Services.

**DONE IN OPEN BOARD MEETING** this 22<sup>nd</sup> day of August, 2016.

The foregoing Academy for Academic Excellence Charter School Board Order was lawfully moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, and duly adopted by the Academy for Academic Excellence Charter School 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, President  
Academy for Academic Excellence Charter School Board



# EXECUTIVE SESSION IX