



AGENDA
DALLAS COUNTY JUVENILE BOARD
 Monday, September 26, 2016
 5:00 PM

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

FILED
 2016 SEP 21 PM 2:54

COUNTY CLERK
 DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
August 22, 2016
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Discussion Items - Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
 - C. Letot RTC Update
- V. Action Items - Juvenile Department
 - D. Youth Service Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017
 - Approval of Memorandum of Understanding Big Thought;
 - Approval of Memorandum of Understanding with AIM, LLC;
 - Approval of Memorandum of Understanding with Succeeding at Work (Teens at Work Program);
 - Holiday Programs;
 - Amendment of Juror Funds Informational Video Allocation
 - E. Request to Rollover Fiscal Year 2016 Youth Service Advisory Board (YSAB) Juror Fund allocation to Fiscal Year 2017
 - F. Management Training for Juvenile Department – WordSmooth for Fiscal Year 2017
 - G. Amendment of the Agreement with WordSmooth Management Training for Juvenile Department
 - H. Ratification of Contract with Jewish Family Service of Greater Dallas for Fiscal Year 2017
 - I. Continuation of Non-Residential Services Contracts for Fiscal Year 2017
 - J. Contract Agreement with New Rates for Victoria County for Fiscal Year 2017
 - K. Ratification of Memorandum of Understanding with Big Thought for Evening Reporting Center (ERC)
 - L. Ratification of Memorandum of Understanding with Inspire U for Evening Reporting Center (ERC)
 - M. Approval of Memorandum of Understanding between North Texas Alliance to Reduce Teen Pregnancy (NTARuPT) and Dallas County Juvenile Detention Programs
 - N. Approval of Memorandum of Understanding between Rainbow Days, Inc. and Dallas County Juvenile Probation
 - O. Approval of 6% Salary Increase of Executive Director/Chief Juvenile Probation Officer
 - P. Request to extend the existing Residential and Non-residential Services Contracts and to release Requests for Proposals (RFP) for Residential and Non-residential contracts services for FY2017
- VI. Public Hearing for Academy for Academic Excellent (AAE) (Limited to 3 minutes per individual or organization)*
 Topic: Charter School FIRST Rating Report
 - Motion to Open
 - Discussion
 - Motion to Close
- VII. Discussion Items - Charter School
 - Q. AAE Charter School Update
- VIII. Action Items - Charter School
 - R. Approval to Purchase Edmentum License for Tracking Performance of Long-Term Students in Reading and Math
 - S. Professional Service Agreement between Region 10 Education Service Center and Academy of Academic Excellence to Purchase an Additional Feature for Texas Computer Cooperative TxEIS Data Center Hosting
 - T. Acceptance of Estimated Federal Funds for FY2017

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 Avilla (214.698.2214) By 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting. Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.

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



APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: August 22, 2016

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:04 p.m.

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

MEMBERS PRESENT: Commissioner John Wiley Price, Vice-Chairman
County Judge Clay Jenkins
Judge Paula Miller
Judge Ken Molberg
Judge Andrea Plumlee
Judge Andrea Martin

MEMBERS ABSENT: Judge Cheryl Lee Shannon, Chair
Judge Craig Smith
Judge Amber Givens-Davis

I. Call to Order

The Dallas County Juvenile Board met at the Henry Wade Juvenile Justice Center. Vice-Chair Commissioner Price called the Juvenile Board Meeting to order at 5:04 P.M.

- Commissioner Price noted that Judge Miller was running late and asked for a motion to suspend the Agenda, noting that there was no quorum. Judge Jenkins and Judge Martin agreed to suspend.
- Judge Paula Miller arrived at 5:15 P.M. thereby establishing that a quorum was present.

II. Tour of the Facility

The Board adjourned at 5:19 P.M. to tour the Dr. Jerome McNeil Detention Center, Marzelle C. Hill Transition Center and both Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) Programs. All members returned at 5:45 P.M.

III. Approval of Minutes

Commissioner John Wiley Price presented the minutes from the July 25, 2016, Juvenile Board Meeting for approval. Judge Martin made a motion to approve the July 25, 2016 minutes, Judge Jenkins seconded. Motion passed.

IV. Public Comment

Commissioner John Wiley Price noted there was no one present for public comment and went on to the Discussion Items.

*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

V. Discussion Items – Juvenile Department**A. Directors Report:**

Dr. Smith acknowledged Medlock Juvenile Supervision Officer, Mr. Benny Jackson as the Employee of the month.

Dr. Smith also acknowledged the Girls Rock Conference held on July 22, 2016. Sixty-four girls participated in the conference along with Dallas County Juvenile Department Probation Officers staff. The Honorable Mayor-Elect for the City of Desoto, Ms. Curtistene S. McCowan was the guest speaker. The conference received numerous donations, the girls and the staff really enjoyed themselves.

Dr. Smith took a moment of Executive privilege to acknowledge the Big Thought end of the year celebration, hosted at SMU. She spoke about the phenomenal play that our youth put on. Dr. Smith went on to say that two hundred eighty-one (281) youth completed one thousand nine hundred and sixty-six (1,966) Court Ordered Community Service hours. In terms of our Group project, one hundred forty-eight (148) youth completed six hundred seventy-two (672) CSR hours.

Dr. Smith gave praise to Ms. Janet Reynolds with Big Thought for her continued dedication to our Honors students and the Art program in the Detention Center. She went on to mention that although Ms. Reynolds has relocated to Arizona, she continues to come back and work with our youth. Dr. Smith gave special attention to a piece of artwork hanging in Conference Room 203-A created by the Honors students, with the assistance of Ms. Reynolds. This piece of artwork is titled "Transitions". Dr. Smith emphasized that it is her goal to display our youth artistic creativity all over the building and she is exceptionally proud of the youth's hard work. She gave thanks to Big Thought as well as Ms. Cynthia Wallace.

Dr. Smith stated that the RDT girls finished the summer theatrical program; we continue to have a host of volunteers, special projects, and assignments. She mentioned that Bill Glass visited all of the institutional facilities and that we continue to do art therapy and a myriad of things for our children.

Dr. Smith mentioned that Youth Village continues to hold their religious programs in place and available to the youth, as well as provide training for the staff.

Letot girls had the opportunity to take a tour of El Centro College Culinary School on July 20, 2016, and on July 28, 2016, they took a tour of the movie studio, Reel FX where they learned about animation and how the industry works. Letot RTC is continuing with their programs and is doing fine.

Dr. Smith mentioned that we have five girls who are currently working at Speed Zone, and thanked the staff for exposing the girls to the many employment opportunities that are available to them. Dr. Smith added that Mr. Armwood had concerns that some of the girls could possibly face challenges of having to give their paychecks to their parents. Dr. Smith reemphasized that Dallas County is technically the guardian for those girls and that we can open an account for them. Mr. Armwood has taken steps to ensure that those youths are able to keep track of and save their money by opening savings accounts for each, so that they are no longer at risk of having their earnings taken by their parents.

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

Dr. Smith mentioned the Juvenile Justice Alternative Education Program was on summer hiatus, but that they did have a summer program that allowed ten kids to participate. In July, Dr. Danny Guillory and Mr. Ardis McCann attended the JJAEP Symposium in Georgetown, TX, presented by Dr. Marie Welsh from TJJD. Dr. Smith also introduced Mr. McCann to the Board as the new Instructional Manager for Education Services.

C. Quarterly Reports:

Dr. Smith stated that she would not be going into detail through all of the Institution reports, at which time Commissioner Price inquired about a youth refusing treatment after a suicide attempt in the Dr. Jerome McNeil Detention Center.

- Commissioner Price stated that while reading the reports he saw how the other kids responded after they attempted suicide, who all went to medical and asked the question, "how does a kid refuse medical treatment after attempting suicide?" Dr. Smith responded by saying that staff is required to take the youth to medical, where the nursing team looks at the child, asks questions, and determines if there is an immediate need. Dr. Smith went on to say that in terms of an examination, the youth has the right to refuse treatment as it equates to refusing medication. Dr. Smith also stated should Parkland's medical team deem treatment necessary after the refusal, they have the right to send him to Parkland Hospital.
- Judge Jenkins asked, "Did we send the youth to Parkland?" Commissioner Price responded by saying, "No we did not base on the report that I read." Judge Jenkins, then asked, "How did the kid try to kill himself?" Both Dr. Smith and Commissioner Price responded saying the youth wrapped a pillowcase around his throat. Dr. Smith stated that we have to report any suicidal gestures. She explained that when staff took the youth to medical, they did not see any marks or indentations around his neck, and he never lost consciousness; they viewed his attempt as less serious and found no need for further treatment.
- Ms. Charlotte Edney, Superintendent of the Dr. Jerome McNeil Detention Center, addressed the Board by saying that if medical deems the attempt, bruising, and/or marks serious, that we are obligated to enforce medical treatment. She informed the Board there was no injury sustained during the act and that is the reason he was able to refuse medical treatment; she also mentioned that staff removed the youth from the dorm for evaluation. Judge Molberg asked, "Did he try to hang himself?" Ms. Edney answered by saying, "no, he only tied the pillowcase around his neck."
- Mr. Ervin Taylor, Deputy of Institutional Services interjected assuring the Board that had the youth tried to hang himself; our staff would have made sure that he received medical treatment. Mr. Taylor also emphasized that a Psychological evaluation was performed, which is standard procedure.
- Commissioner Price recognized that the incident could have been an outcry for attention, but accentuated his chief concern with the report is that it had no details concerning the incident, only that the youth attempted suicide and refused treatment. He resolved that maybe staff should provide more details and commentary when reporting on cases such as this and not leave the reader to guess or assume what actually happened.

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- Dr. Smith agreed with Commissioner Price that more information concerning situations like this will be included in future reports. She also assured him that going forward; staff would provide as many details as possible in an attempt to reduce questions and/or confusion of the reader.
 - Ms. Edney elaborated more regarding what “refusing medical treatment” is considered. She stated that when a youth will not allow medical staff to take vitals, that is considered a refusal of treatment. She also reiterated that medical staff did indeed see the child, and once they assessed him and determined he was okay, no injuries to report, they were comfortable with allowing him to go back to the dorm, on close observation.
 - Commissioner Price then re-emphasized the need for detailed reports in an effort to prevent any unforeseen problems or concerns. Commissioner Price also noted the new practice for reporting is now a part of the record.
- D. DISD for use of Vacant School for an Emergency Evacuation Site:**
- Dr. Smith began by saying that Mr. Ervin Taylor and Ms. Vernetta Kinnard have been scouting out vacant schools as an Emergency Evacuation site and would give the update.
- Mr. Taylor reported to the Board that he and Ms. Vernetta Kinnard had toured the campus of the W. H. Adamson High School as a potential Emergency Evacuation facility option to house kids in case of an emergency and both he and Ms. Kinnard determined that it was not a suitable confinement for safety reasons. Mr. Taylor went on to say he and Ms. Kinnard are working closely with Mr. Orlando Alameda, Director of Real Property Management for Dallas Independent School District (DISD) in an effort to secure a site. Mr. Taylor informed the Board that Mr. Alameda has expressed DISD’s willingness to accommodate the Juvenile Department should an emergency arise before we have located a suitable location. Mr. Taylor mentioned that Phyllis Wheatley Elementary School is the next site they will visit in an effort to secure a facility.
 - Commissioner Price questioned the decision to consider Wheatley Elementary as a viable option. Both Mr. Taylor and Ms. Vernetta Kinnard responded stating they had not gone to tour the facility and it is only a consideration at this time. Ms. Kinnard added that she and Mr. Taylor are also engaging in sit-down meetings with two other school districts as well to see what available facilities they may have, and that they would bring that information back to the Board.
 - Dr. Smith then asked for clarity on, DISD’s willingness to allow us to use any of their facilities, prior to us identifying the one we are interested in and prior to getting it approved by their Board; or if we have to identify our choice before they get it approved? Mr. Taylor answered that once we identify our choice of schools it will then go to their Board for approval.
 - Commissioner Price commented that there is a lot of work taking place on the unincorporated land next to Ewell Gardens, which is located next to D.A. Hulcy Middle School and on the school itself. He addressed Ms. Kinnard by asking if she knew if DISD intended on reopening the school for learning. He mentioned that at one time Hulcy was a consideration for an Emergency Evacuation facility, but the District opted to use it for a Law Enforcement training facility, and asked if she knew the status of Hulcy.

- Ms. Kinnard responded by saying that she did not know the status of Hulcy, but stated that Mr. Alameda had pitched the idea to her that it might be an option. She went on to say that, she would call to set up a walk-thru to see if it is a possibility that we could utilize the building, but that it would have to go back to the Board for consideration.
- Commissioner Price then asked her to contact Ms. Foreman as that is her district and advise her of our plan. He and Dr. Smith both agreed that Hulcy was perfect in terms of access.
- Commissioner Price then stated that hearing there are no more items to discuss the Board would return to Agenda item II – Tour of the Facility.
- The Board adjourned at 5:19 to tour the Dr. Jerome McNeil Detention Center, Marzelle C. Hill Transition Center and both Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) programs.

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, Texas**
Judge Paula Miller made a motion to certify the Dr. Jerome McNeil Juvenile Detention Center; Judge Ken Molberg seconded. Motion passed.
- F. 2016 Annual Review of Dallas County Juvenile Detention Center Policies and Procedures:**
- Dr. Smith informed the Board that the Department had to make changes based on TJJD, which was TAC 358 Identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents, as mandated by TJJD. Dr. Smith asked the Board to approve the 2016 Policies and Procedures for the Dallas County Juvenile Detention Center.
 - Judge Miller made a motion to approve the annual review of Policies and Procedures for the Dallas County Juvenile Detention Center; Judge Molberg seconded. Motion passed.
- G. 2016 Annual Review of Dallas County Short Term Adolescent Residential Treatment (START)/Residential Drug Treatment (RDT) Policies and Procedures Manual:**
Dr. Smith informed the Board that changes in the Policies and Procedures are based on TJJD as it deals with abuse, neglect, and exploitation. Dr. Smith asked the Board to approve the 2016-2017 Policies and Procedures for START/RDT.
- Judge Molberg made a motion to approve the 2016 Policies and Procedures Manual for START/RDT; Judge Miller seconded. Motion passed.
- H. Certification of the Marzelle C. Hill Transition Center:**
Dr. Smith asked the Board's approval to certify the Marzelle C. Hill Transition Center as suitable for the confinement of youth as a Non-Secure Correctional Facility.
- Judge Molberg made a motion to approve the certification of the Marzelle C. Hill Transition Center; Judge Miller seconded. Motion passed.

I. 2016 Annual Review of Marzelle C. Hill Transition Center Policies and Procedures:

Dr. Smith asked the Board to approve the 2016 Annual Policies and Procedures for the Marzelle C. Hill Transition Center.

- Judge Andrea Plumlee made a motion to approve the 2016 Policies and Procedures for the Marzelle C. Hill Transition Center; Judge Miller seconded. Motion passed.

J. Licensing Agreement between Handle With Care Behavior Management Systems Inc. and Dallas County Juvenile Department:

- Dr. Smith took a moment of Executive privilege to mention that all of the Institutions went through their first PREA audit and passed. She mentioned the announced and unannounced visits to each of the institutions by the Ombudsman and the TJJD audits and noted that each institution passed with excellence. Dr. Smith then thanked the institutional staff for doing a great job.

Dr. Smith explained to the Board that TJJD allows the Department to have a restraint system and that our system is with Handle With Care. She asked the Board to approve the cost of eight thousand seven hundred fifty dollars (\$8,750.00) for Training the Trainer. Dr. Smith explained the cost of recertification for each instructor is two hundred fifty dollars (\$250.00) and the Department has thirty-five instructors. Dr. Smith stated that the cost would come from each cost center as each unit utilizes this service.

- Commissioner Price asked, "What are mechanical restraints?" Dr. Smith and Mr. Taylor both answered handcuffs. Commissioner Price was satisfied with the answer and called for the vote.
- Judge Clay Jenkins made a motion to approve the Licensing Agreement between Handle with Care Behavior Management Systems Inc., and Dallas County Juvenile Department; Judge Andrea Martin seconded. Motion passed.

K. Approval of Continuing Education Provider for Substance Abuse Unit (SAU)

Dr. Smith stated that we continue to be a Continuing Education Provider by the Texas Certification Board of Addiction Professionals and the cost for the annual application fee is two hundred dollars (\$200.00). This allows the Department to continue to have Licensed Chemical Dependency Counselors (LCDC) to provide drug intervention to our youth. Dr. Smith then asked the Board to approve the cost of two hundred dollars (\$200.00) for the application fee.

Judge Plumlee made a motion to approve the cost of the application for the Continuing Education Provider for the Substance Abuse Unit (SAU); Judge Molberg seconded. Motion passed.

L. FY2017 Interlocal Agreement with the University of Texas Southwestern Medical Center for Psychological Services

Dr. Smith asked the Board to approve the contract for sixty nine thousand seven hundred and five dollars (\$69,705.00) for the five (5) interns who do the psychological testing for our courts in an effort to prevent any delays.

- Judge Plumlee made a motion to approve the Interlocal Agreement with the University of Texas Southwestern Medical Center for Psychological Services; Judge Miller seconded.

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- Commissioner Price asked for the breakdown of the interns; Dr. Smith replied stating there are two (2) whites, two (2) Asians, and one (1) Hispanic and all are females. Commissioner Price then called for the vote. Four members voted in the affirmative and Commissioner Price voted in the negative. Motion passed four (4) to one (1).

M. Juvenile Processing Offices-Dallas Police Department, Dallas County Schools Police Department and Duncanville Independent School District

Dr. Smith asked the Board to approve Dallas Police Department located at 1400 S. Lamar St., Dallas, TX. She noted that the Youth Services section has identified a specific location for juvenile processing.

- Dr. Smith stated that in 2015 the Dallas Police Department referred one thousand five hundred seven (1507) youth to the Juvenile Department. The breakdown of the youth referrals was 53.3% were African-American, 41% were Hispanic, 4.6% were white, and 0.1% were Asian or Pacific Islander. In addition, 70.3% were male and 29.7 % were female.
- Dr. Smith gave the report on Dallas County Schools Police Department located at 612 N. Zang Blvd., was previously identified as an approved juvenile processing office. She mentioned that the locations were inspected on July 13, 2016. She also noted that Dallas County Schools Police Department has recruited the Duncanville ISD as one of our sites used for Juvenile Processing.
- Dr. Smith gave a report of all the approved Juvenile Processing Offices in Duncanville ISD, beginning with Duncanville High School located at 900 W. Camp Wisdom Rd., Duncanville, TX. Rooms allocated for processing are L-105, A118, and B167B. Byrd Middle School located at 1040 W. Wheatland Rd. room 200F, and Reed Middle School located at 530 E. Freeman Rd., room 115. Inspection dates for each site is July 13, 2016. All sites are approved as suitable for juvenile processing.
- Dr. Smith also mentioned in calendar year 2015 Duncanville ISD along with Dallas County Schools Police Department referred forty-nine (49) youth. Of the forty-nine 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.
- Dr. Smith asked the Board to approve the Dallas Police Department, Dallas County Schools Police Department, and Duncanville High School, Byrd Middle School, and Reed Middle School as approved Juvenile Processing Offices.
- Judge Andrea Martin made a motion to approve the Dallas Police Department, Dallas County Schools Police Department, and Duncanville High School, Byrd Middle School, and Reed Middle School as approved Juvenile Processing Offices. Judge Plumlee seconded. Commissioner Price asked if Duncanville has an Interlocal agreement with the Dallas County Schools and Dr. Smith stated that she would check to make sure, but that she is almost certain that the schools setup their Interlocal agreements with Dallas County Schools and that upon receiving the answer that she would put it on record and in our files. Motion passed.

N. Contract with Dallas Metrocare Services for In-Home Therapeutic Services

Dr. Smith explained to the Board that the Juvenile Department has a contract with Dallas Metrocare Services for seventy-one thousand four hundred dollars (\$71,400.00) which allows for continued services provided to at-risk youth who are removed from the home with our Family Preservation Program (FFP) unit. The contract extension period begins September 1, 2016, through August 31, 2017. TJJ State Aid Grant funds the professional services contract for \$71,400.00.

- Dr. Smith asked the Board to approve the renewal contract with Dallas Metrocare Services for seventy one thousand four hundred dollars (\$71,400.00) for fiscal year 2017.
- Commissioner Price asked if the Department was satisfied with the services that Metrocare Services provide. Dr. Smith replied yes and there are no problems or concerns to report.
- Judge Molberg made a motion to approve the contract with Dallas Metrocare Services; Judge Paula Miller seconded. Motion passed.

O. Drug Court Contract with Judge George Ashford III for FY2017

Dr. Smith stated that we have a contract with Judge Ashford who oversees our Drug Court. She explained that initially all of the funding came from the state (TJJ) but due to reductions, the County has been paying the nine thousand dollar (\$9,000.00) difference. Dr. Smith then asked the Board to allow the Department to enter into a contract with Judge Ashford for fiscal year 2017, beginning September 1, 2016, through August 31, 2017 in the amount not to exceed nine thousand dollars (\$9,000.00).

- Commissioner Price asked whether the metrics in the contract are in such a way that if someone looked at the contract could see that his performance level justifies the contract with the Department.
- Dr. Smith replied, "Yes" and gave the statistical breakdown. Of the ninety-six (96) youth fifty-three (53) have successfully completed, three (3) reoffended, which constitutes a 5.7% recidivism rate. She added that since 2011 all of our Diversion Courts have been doing well with only one exception. Dr. Smith also acknowledged the superb job that Ms. Lisa Murad and her team of Probation Officers.
- Commissioner Price agreed that Judge Ashford does a great job with the courts, but wanted to be sure that the metrics match the performance in the event that someone inquires about the contract. He then stated that the travesty of the program is that the parents have to come along and African Americans are under-represented in this program in terms of participation. Ms. Murad interjected and informed the Board that African American participation has increased, stating that of the forty (40) youth, fifteen (15) are African American.
- Dr. Smith interjected noting that the majority of our population in the program is Hispanic and the same holds true for our RDT program. Commissioner Price then said that he was told the problem we are having is that parent participation is mandatory. Ms. Murad replied by saying there has been an increase in parent participation and by in.
- Judge Plumlee made a motion to renew the Drug Court contract with Judge Ashford III for fiscal year 2017. Judge Martin seconded. Motion passed.

- Commissioner Price stated that the Director has removed Action Items P, Q, R from the agenda and that we would proceed to Action Item S.
- S. **Ratification of JJAEP Summer Camp: TJJD Prevention, Programming and Placement Funding Request**
Dr. Smith stated that we were on a short window to request the funds for the summer program , which is for seven thousand two hundred nineteen dollars (\$7,219.00). She added that the money had been received, spent, and the program has taken place. Dr. Smith then asked the Board for the ratification for the submission to TJJD Prevention Program and Placement application.
- Judge Molberg made a motion to accept the ratification of JJAEP Summer Camp: TJJD Prevention, Programming and Placement application for seven thousand two hundred nineteen dollars (\$7,219.00). Judge Plumlee seconded. Motion passed.

Motion to recess at the Dallas County Juvenile Board

Judge Plumlee made a motion to recess as the Dallas County Juvenile Board; Judge Miller seconded. Motion passed.

Motion to convene as the Academy for Academic Excellence Charter School Board

Judge Plumlee made a motion to convene as the Academy for Academic Excellence Charter School (AAE). Judge Martin seconded. Motion passed.

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

AAE School Update

Dr. Smith provided the Board with AAE update; she began by reiterating that school was on summer break, and gave an Administrative update, stating that Dr. Guillory and Mr. McCann attended the JJAEP Symposium in Georgetown, TX, and mentioned that four teachers attended the ESL Title III Symposium in Austin, TX.

- Dr. Smith also mentioned that today was the first day of school and pointed out that Staff wore college t-shirts today as a means of encouragement and exposure for the youth.

VIII. Action Items- AAE Charter School

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

Dr. Smith asked the Board to approve the cost of four thousand two hundred dollars (\$4,200.00) from our State Aid for an early termination fee during the move from downtown to the Renaissance Tower we had to discuss. Dr. Smith added that with the help of Ms. Denika Caruthers she was able to extend the contract for three (3) years.

- Dr. Smith asked the Board to approve the Interlocal Agreement between Dallas County Schools (DCS) and Academy for Academic Excellence for technology services.
- Judge Plumlee made a motion to approve the Interlocal Agreement between Dallas County Schools (DCS) and Academy for Academic Excellence for technology services. Judge Martin seconded. Motion passed.

Motion to adjourn as the Academy for Academic Excellence Charter Schools

Judge Molberg made a motion to adjourn as the Academy for Academic Excellence Charter Schools. Judge Miller seconded. Motion passed.

Motion to reconvene at the Dallas County Juvenile Board

Judge Plumlee made a motion to reconvene as the Dallas County Juvenile Board. Judge Miller seconded. Motion passed.

IX. Executive Session- Juvenile Department

Commissioner Price stated there were no topics for discussion.

- Commissioner John Wiley Price, Vice-Chairman, stated the Juvenile Board had no further matters to consider. The meeting adjourned at 6:25 p.m., following a motion by Judge Molberg; motion seconded by Judge Miller. Motion passed. Meeting adjourned



**PUBLIC
COMMENT
III.**



**DISCUSSION
ITEMS
IV.**



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

August 2016

The Juvenile Department recognized outstanding departmental employees for August 2016: ***DCJD Employee of the Month***: Education Services Attendance Clerk – Medlock Campus, Mr. Fred Jacobs.

PROBATION SERVICES DIVISION

The Department would like to applaud the Community Service Coordinator, Mr. Terrence Forest, for coordinating a very successful Community Service Restitution Summer Project. Mr. Forest and a host of Probation Officers from all 9 Field District units were able to assist 623 youth complete 2,974 CSR hours over the course of 9 weeks this summer. This was the highest total of CSR hours completed on record for a summer project. The youth who participated were from 9 field units, Diversion Male Court, Youthful Offender's Court, ESTEEM Court and the Substance Abuse Unit. The Department is currently preparing for the District Clerk's transition from FORVUS to Odyssey on September 12th, 2016. Ms. Leah Probst was selected as the Pre-Adjudication Manager under the Probation Services Division. Ms. Leah Probst has been with the Department since 1998 and brings a wealth of knowledge and direct experience to her new position and the division. In addition, she is well versed with TJJD standards and Departmental processes.

Community Service Restitution (CSR) Update:

Throughout the month of August 2016, two hundred and forty-seven (247) youth completed a total of two thousand (2,000) 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, Balch Springs Recreation Center, Abundant Life Outreach and the North Texas Food Bank, resulting in the completion of one thousand three hundred ninety-two (1,392) CSR hours by two hundred and thirty-eight (238) 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 August. A total of 41 psychiatric consultations were performed with 32 of those being follow-up consultations. Of the 9 initial psychiatric consultations performed: 7 resulted in no medication being prescribed, 1 had already been prescribed psychotropic medications and continued those, 0 youth were already prescribed psychotropic medication and the medication was discontinued and 1 was started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

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 skill programs. We are determined for our youth to experience Change in 2016.

Volunteer Programs and Residents Activity:

Total Volunteers/Hours for August 2016: Volunteers: 40; Hours: 156

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

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 – Boys 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

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

Films: Facing the Giants

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

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

Special Event: None

MARZELLE C. HILL TRANSITION CENTER

Program Updates: We had a PREA audit, and preliminary findings have been good. We added a new volunteer to our roster, Snicker Church by Robert Cahill. We are also excited to be returning to school this month.

Program and Residents Activities: We are still rolling out skills training groups from an evidence-based skills training curriculum at the Hill Center, Aggression Replacement Training (ART).

DETENTION CENTER			
<i>Detention</i>	July	Aug	YTD
Admissions	168	182	1773
Releases	214	175	1778
ADP	148	140	167
ALOS (days)	32.5	30.1	23.6
Detention Hearings	372	418	3858
TJJD/Placement Trips	9	13	91
Local trips	51	69	512
Youth transported	39	56	1467
<i>START</i>			
Admissions	13	7	88
Releases	14	12	92
Successful	14	11	84
Unsuccessful	0	0	7
Administrative	0	1	1
ADP	33	29	32
ALOS	59.0	60.1	76.8

HILL CENTER			
	July	Aug	YTD
Admissions	33	28	259
ADP	33	39	253
ALOS	28.9	32	32
Releases	26	29	29.6
Total Youth Served	63	65	279

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. Dare to Dream provided services to the residents twice this month. New Life Ministry and Friendship West provided church services on the weekends

Medical Services: There were 0 medical issues during August 2016.

Volunteer Services: 8 groups including 15 individuals provided a total of 22 hours of service.

MEDLOCK CENTER

New Initiatives:

All of the residents, employees, and air conditioning contractors participated in a "Back to School Bash" the event consisted with delicious food (hot links, chopped beef sandwiches), chips, cookies, Gatorade and games. The "Back to School Bash" was successful and appreciated by those involved. The event was sponsored by Native Solutions, Inc. (the company contracted to install the air conditioning units at Medlock and Youth Village). All of the residents transitioned into the 2016-2017 fall semester classes without incident.

Activities: First 3 Years, Full Gospel Holy Temple, Lake Pointe Baptist Church, Potter's House, Pleasant Valley Baptist Church, and Life Quest Essentials who also sponsored the Adopt-a-Dorm activities. Three (3) residents successfully completed the First 3 Years Program. Medlock was one of the first facilities in Texas to have boys successfully complete this program.

MEDLOCK CENTER			
	July	Aug	YTD
Admissions	8	4	47
Releases	4	8	51
Successful	4	7	50
Unsuccessful	0	1	1
Administrative	0	0	0
ADP	38	36	38
Total Youth Served	43	43	86
MEDLOCK STARS			
	July	Aug	YTD
Admissions	4	2	26
Releases	0	3	13
Successful	0	2	10
Unsuccessful	0	1	3
Administrative	0	0	0
ADP	31	33	27
Total Youth Served	34	36	46

Medical Services: Sixteen (16) youth were transported from Medlock to the Dr. Jerome McNeil Detention Center for routine dental care. Two (2) youth via transport went to Parkland, and four (4) youth to Children's Hospital.

TJJD Reports: None to report for the month.

Volunteer /Intern Hours: Twenty one (21) volunteers provided twenty nine (29) hours of service. The Chaplain provided two (2) hours of service. There were thirty one (31) hours of volunteer service provided for the month.

Staff: JSO Supervisor Carl Hodges was recognized for thirty years of service. Mr. Hodges' entire career has been within the Institutional Division.

YOUTH VILLAGE

All of the regular programs continue to thrive with very good participation from the youth and continued commitments from the volunteers. Resident D.C. was the first youth in Texas to successful complete the First 3 Years Program.

Off Campus: Fifteen (15) residents were transported to the Juvenile Detention Center for dental care. One (1) resident was transported to Parkland Hand Center for follow up treatment and care. One (1) resident was transported to an Orthodontist appointment. Seven (7) residents were transported to Detention for Review Hearings.

Volunteer/Intern Hours: Three (3) individual volunteers provided forty-eight (48) hours of services. Two (2) chaplains provided two (2) hours of service. Seventeen (17) Group program volunteers provided one-hundred-seventy-three (173) hours of service for a total of two hundred twenty-three (223) volunteer hours for the month.

YOUTH VILLAGE			
	July	Aug	YTD
Admitted	15	5	82
ADP	53	56	51
Total Youth Served	78	61	127
Releases	13	9	75
Successful	9	6	58
Unsuccessful	4	3	13
Administrative Rel.	0	0	4

Training: Re-certification training: Online/Web Trainings. Two (2) new employees completed the New Employee Orientation training provided by the Juvenile Department's Training Unit. Mr. Jernigan, Dr. Maxey and Dr. Maliti co-facilitated Trauma Informed Care training for Youth Village and Medlock staff. Ms. Boss and Mr. Gowan trained Medlock and Youth Village staff on Reporting Allegations of Abuse and Neglect by Juveniles.

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

Medical Services: One (1) resident was transported to an Orthodontist appointment.

Account of Reportable Injuries: Fifteen (15) residents were seen for sick call request. Fifteen (15) residents were transported to dental appointments at the Juvenile Detention Center. Twenty (20) residents were treated on the Med Van and two residents (2) were seen by the Psychiatrist on campus.

Escape/Furlough: There were no escapes on residents who failed to return from home visits during the month.

LETOT CENTER

Community Initiatives:

Non-Residential Services received forty-nine (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 two (2) youth and families attending ESTEEM Court. One (1) youth began services. One youth was referred during the month of August. Aim, Functional Family Therapy, and Clinical Unit have been providing services. On August 18th, a back to school program was held for current participants, as well as previous graduates. They received a backpack full of supplies which were donated to ESTEEM Court by the Poiema Foundation.

LETOT CENTER			
Residential	July	Aug	YTD
Admissions	9	14	128
Releases	13	22	138
ADP	17	13	35
ALOS (days)	35.5	31.8	34.3
Total Youth Served	31	32	134
Intake/Orientation			
Admissions	41	53	475
Releases	41	52	475
ADP	1	2	2
ALOS (days)	0.4	0.5	1.0
Total Youth Served	42	54	476

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

Medical Services: Residential: Health Screens – 14, Call Backs – 1, Doctor’s visits -13.

Volunteer Services: Faith-Based Volunteers: worship and religious study – 15 volunteers, 11 hours; Life Skills Volunteers: visiting and teaching - 20 volunteers, 21 hours; Special Events: 0 volunteer, 0 hour.

Clinical Services: In the Residential Unit, Clinical Services held three (3) process groups with male youth (8 residents) and six (6) process groups with female youth (15 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the Juvenile 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 residents’ cases, provide consultation, and conduct crisis screens as needed (31 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.

LETOT RTC			
Residential Treatment	July	Aug	YTD
Admissions	2	1	16
Releases	0	2	15
ADP	15	16	15
Total Youth Served	16	17	30

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.

Enrichment Programs:

Culinary Arts Program: Opportunity to earn “Servsafe Food Handlers” certificate, possible internship at Café Momentum upon release. Three (3) residents graduated from the program on August 29th.

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

Career Readiness: Residents graduated from the career readiness class on August 29th.

Field Trips:

Levels 3's and up went to the movies at AMC.

Levels 3's and up went to Ripley's Museum.

Levels 3's and up went to the African American Museum and out to eat.

Levels 3's and up went to Dallas World Aquarium and out to eat.

Levels 3's and up went bowling and out to eat.

Levels 3's and up went to Perot Museum and out to eat.

Levels 3's and up went to Federal Reserve Bank and out to eat.

Medical Services: Residential: Health Screens – 0, Call Backs – 0, Doctor's visits – 11

Volunteer Services: Worship and religious study – 10 volunteers, 9 hours; Life Skills Volunteers: visiting and teaching - 15 volunteers, 22 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 88 hours in August). The girls also received daily group therapy (art, coping skills, girl empowerment, and process groups). Clinicians conducted nine art groups this month. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), ten coping skills groups were provided. Ten girl empowerment groups were conducted. The girls also participated in process groups to improve communication, regulate emotions, and strengthen interpersonal skills; two residents successfully completed the program this month.

Family therapy was also provided to 17 residents (29 client-contact hours). The clinical team also provided crisis intervention (51.5 client-contact hours) and clinical rounds (135.35 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Five youth were referred to the Parkland psychiatrist to continue monitoring their psychiatric health.

August 2016 Referrals

	Alleged Delinquent Behavior															Alleged CINS Behavior								Other Referrals					All Referrals										
	Total Delinquent															Total CINS								Total Other					Total Referrals										
	Class A & B Misdemeanors															Status Only								Contract Detention					Crisis Intervention		Other Administrative								
Total Felony															Violation of Court Order								Total CINS								Total Other					Total Referrals			
Felonies															Status Only								Contract Detention								Total Other					Total Referrals			
Sexual Assault															Runaway								Property (was Theft)								Contract Detention					Crisis Intervention		Other Administrative	
Homicide															Disorderly Conduct								Liquor Laws								Contract Detention					Crisis Intervention		Other Administrative	
Robbery															Drugs								Sex Offenses								Contract Detention					Crisis Intervention		Other Administrative	
Assaultive															Other than Status Only								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Other Violent															Alc. Ed. Expulsion								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Burglary															Triacy								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Theft															Status Only								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Other Property															Property (was Theft)								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Drug Offenses															Disorderly Conduct								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Weapons Offenses															Triacy								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Assaultive															Property (was Theft)								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Theft															Disorderly Conduct								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Other Property															Liquor Laws								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Drug Offenses															Sex Offenses								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Weapons Offenses															Alc. Ed. Expulsion								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Other Felony															Triacy								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Status Only								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Property (was Theft)								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Disorderly Conduct								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Liquor Laws								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Sex Offenses								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Other than Status Only								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Other CINS								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
															Other CINS								Other CINS								Contract Detention					Crisis Intervention		Other Administrative	
Male	0	15	12	18	0	17	26	3	6	0	7	104	88%	7	25	16	15	10	42	0	219	79%	42	82%	0	58	63%	5	0	3	8	67%	327	76%					
Female	0	1	3	3	0	1	1	1	3	0	1	14	12%	0	15	11	1	4	12	0	57	21%	9	18%	0	34	37%	2	0	2	4	33%	104	24%					
	118															51								92								12					431		
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%					
Asian	0	0	0	1	0	0	0	0	0	0	0	1	1%	1	1	1	0	1	0	0	5	2%	0	0%	0	1	1%	0	0	0	0	0%	0	0%					
Black	0	10	10	0	9	12	1	1	1	0	2	55	47%	2	17	14	4	3	25	0	120	43%	20	39%	0	36	39%	1	0	1	2	17%	178	41%					
Hispanic	0	6	5	8	0	7	15	3	6	0	4	54	46%	4	15	9	10	7	25	0	124	45%	27	53%	0	42	46%	3	0	2	5	42%	198	46%					
White	0	0	0	2	0	2	0	0	2	0	2	8	7%	0	7	3	2	3	4	0	27	10%	4	8%	0	13	14%	3	0	2	5	42%	49	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%						
	118															51								92								12					431		
10 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	1	1%	1	0	0	1	8%	3	1%					
11 Years Old	0	2	0	0	0	0	0	0	0	0	0	2	2%	0	0	0	0	0	0	0	2	1%	0	0%	0	0	0%	0	0	0	0	0%	2	0%					
12 Years Old	0	1	0	1	0	2	0	0	0	0	0	4	3%	0	2	0	0	2	0	8	3%	0	0%	0	3	5%	0	0	0	0	0%	13	3%						
13 Years Old	0	3	0	3	0	5	6	2	1	0	0	20	17%	0	3	4	2	1	5	0	35	13%	2	4%	0	12	13%	1	0	3	4	33%	53	12%					
14 Years Old	0	2	1	6	0	5	0	3	0	0	0	17	14%	1	7	4	3	2	3	0	37	13%	7	14%	0	20	22%	0	0	0	0	0%	64	15%					
15 Years Old	0	1	3	4	0	6	5	1	2	0	3	25	21%	1	12	7	5	2	22	0	74	27%	9	18%	0	26	28%	2	0	1	3	25%	112	26%					
16 Years Old	0	4	11	7	0	2	9	1	2	0	5	41	35%	4	14	11	6	9	19	0	104	38%	15	29%	0	25	27%	3	0	1	4	33%	148	34%					
17+ Years Old	0	2	0	0	0	3	2	0	1	0	0	8	7%	1	2	1	0	0	3	0	15	5%	18	35%	0	3	3%	0	0	0	0	0%	36	8%					
	118															51								92								12					431		

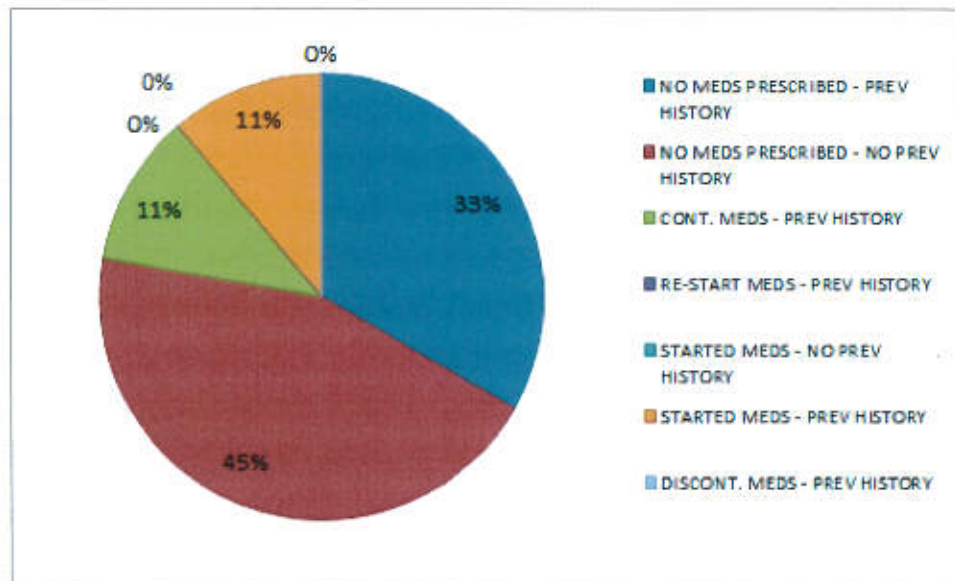
412 youth accounted for the 431 total referrals

August 2016 Detentions																																								
	Alleged Delinquent Behavior											Alleged CINS Behavior					Other Detentions																							
	Total Felony											Total CINS					Total Other																							
	Class A & B Misdemeanors											Status Only					Other Administrative																							
	Homicide	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	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other	Total Detentions							
Male	0	7	10	12	0	9	18	0	2	0	5	5	4	16	0	110	83%	32	78%	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0%	147	81%	
Female	0	0	2	3	0	1	1	0	1	0	0	1	5	0	23	17%	9	22%	0	1	0	0	0	0	0	0	0	0	1	2	0	0	0	0	2	29%	35	19%		
	71											133					41				7				182															
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%	0	0%	
Asian	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	3	2%
Black	0	5	10	5	0	4	7	0	0	0	0	12	0	12	60	45%	19	46%	0	1	0	0	0	0	0	0	0	1	1	0	0	0	0	1	14%	81	45%			
Hispanic	0	2	2	8	0	5	11	0	3	0	3	34	48%	60	45%	18	44%	0	0	0	0	0	0	0	0	0	0	3	0	0	3	43%	81	45%						
White	0	0	0	1	0	1	1	0	0	2	5	7%	10	8%	4	10%	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	43%	17	9%						
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%		
	71											133					41				7				182															
10 Years Old	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	1	0	0	0	0	0	0	0	0%	1	1%	
11 Years Old	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	1%
12 Years Old	0	0	1	0	1	0	1	0	0	0	0	3	4%	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	3	2%
13 Years Old	0	3	1	3	0	4	4	0	0	0	0	15	21%	22	17%	3	7%	0	0	0	0	0	0	0	0	0	0	1	0	0	1	14%	26	14%						
14 Years Old	0	0	1	5	0	0	3	0	0	0	9	13%	17	13%	7	17%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	24	13%	
15 Years Old	0	1	2	3	0	3	4	0	1	0	3	17	24%	44	33%	7	17%	0	0	0	0	0	0	0	0	0	0	2	0	0	2	29%	53	29%						
16 Years Old	0	0	8	3	0	1	7	0	2	0	2	23	32%	42	32%	9	22%	0	1	0	0	0	0	0	0	0	3	0	0	3	43%	55	30%							
17+ Years Old	0	1	0	0	0	1	1	0	0	0	3	4%	4	3%	15	37%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	19	10%	
	71											133					41				7				182															

175 youth accounted for the 182 total detentions.

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	112					945
2. Total Consultations (<i>actual reports received</i>)	56	61	42	97	59	43	49	41					448
A. Initial Consultations	28	32	19	29	22	10	14	9					163
B. Follow-Up Consultations	28	29	23	68	37	33	35	32					285
3. Total Number of Youth Receiving Consultations	55	60	42	92	59	41	49	41					439

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	7					101	
2. Medication Discontinued	1	1	1	2	1	1	2	0					9	
3. Continued on Medication	6	8	4	4	3	1	4	1					31	
4. Started on Medication	4	4	4	1	6	0	2	1					22	



NO MEDS PRESCRIBED - PREV HISTORY -	3
NO MEDS PRESCRIBED - NO PREV HISTORY -	4
CONT. MEDS - PREV HISTORY -	1
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	0
STARTED MEDS - PREV HISTORY -	1
DISCONT. MEDS - PREV HISTORY -	0



DISCUSSION

ITEM

B.

Director's Report on Juvenile Justice Alternative Education Program – August 2016

Teachers reported back to work on Monday, August 8th, and we had a full week of staff development and training. Teachers worked hard to develop a strategic plan for raising academic performance.

Students returned to school on August 15th to decorated and engaging classrooms. The staff worked hard to prepare for the school year and welcomed its doors to 77 students for the month of August.

The staff has developed a behavior plan that includes positive and tangible rewards for students as they work and develop their behavior.

We have new staff that joined us for the 2016-2017 school year:

Mr. Blair Cyres – certified generalist/ESL

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT						
Student Enrollment as of :	8/31/2016	Total Enrollment:	81			
Students on Probation/Spv.:	52	64.20%				
OFFENSE STATUS						
Disc.:	23	28.40%	Mand.:	58	71.60%	
			Plmt.:	0	0.00%	
DEMOGRAPHICS						
Category			Category			
GENDER			DISTRICT	Number	Percent	
Male			CFB-904	5	6.17%	
Female			CHISD-904	1	1.23%	
60	74.07%	21	25.93%	Coppell-992	2	2.47%
GRADE	Number	Percent		Desoto-906	2	2.47%
3	0	0.00%		DISD-905	16	19.75%
4	0	0.00%		Duncanville-907	10	12.35%
5	0	0.00%		Garland-909	11	13.58%
6	1	1.23%		GPISD-910	5	6.17%
7	6	7.41%		HPISD-911	0	0.00%
8	9	11.11%		IRVING-912	7	8.64%
9	35	43.21%		Lancaster-913	4	4.94%
10	13	16.05%		Mesquite-914	11	13.58%
11	14	17.28%		RISD-916	7	8.64%
12	3	3.70%		Sunnyvale-919	0	0.00%
	81	100.00%			81	100.00%
AGE	Number	Percent	ETHNICITY	Number	Percent	
10	0	0.00%	African American	33	40.74%	
11	0	0.00%	Asian	0	0.00%	
12	4	4.94%	Caucasian	5	6.17%	
13	8	9.88%	Hispanic	43	53.09%	
14	12	14.81%	Native American	0	0.00%	
15	22	27.16%		81	100.00%	
16	18	22.22%				
17	9	11.11%				
18+	8	9.88%				
	81	100.00%				
OFFENSE DESCRIPTIONS			Number	Percent		
D-12	Serious Misbehavior		12	14.81%		
D-14	Misdemeanor Drugs		2	2.47%		
D-15	Felony Criminal Mischief		0	0.00%		
D-16	Court/County Placement		0	0.00%		
D-17	Assault Against Employee		4	4.94%		
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)		1	1.23%		
D-19	False Alarm/Terroristic Threat		4	4.94%		
Title 5	Off Campus Felonies Against Student & Other New Discretionary		0	0.00%		
M-01	Weapons/Firearms		12	14.81%		
M-02	Weapons other than Firearm		15	18.52%		
M-03	Aggravated Assault		5	6.17%		
M-04	Sexual Assault		0	0.00%		
M-05	Aggravated Sexual Assault		0	0.00%		
M-06	Arson		5	6.17%		
M-07	Murder Offenses/Manslaughter		0	0.00%		
M-08	Indecency with a Child		0	0.00%		
M-09	Aggravated Kidnapping		0	0.00%		
M-10	Felony Drugs		20	24.69%		
M-11	Retaliation Against Any Employee		0	0.00%		
M-12	Aggravated Robbery		1	1.23%		
P-16	Court Placement			0.00%		
			81	100.00%		
DETENTION; PLACEMENT or WARRANTS:			1	1.23%		
SPECIAL EDUCATION STUDENTS:			15	18.52%		
Avg. Daily Attendance:	61	83.12%	Cum. SY Daily Attendance:	61	83.12%	

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2016-2017 School Year

The month of August began with 89 students and ended with 81 students enrolled to attend the Dallas County's JJAEP. On average, there were 61 or 83.12% of the students attending on any given day in June. Of the 81 students enrolled at month end, there were 23 discretionary referrals; 0 placement; and 58 mandatory referrals.



DISCUSSION

ITEM

C.



ACTION ITEMS

V.



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs focusing on new or innovative approaches in assisting youth and the provision of services which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court. At its September 19, 2016, meeting, the YSAB approved allocations for continuation funding for three community organizations: AIM, LLC; Big Thought, and Succeeding at Work. Additionally, YSAB approved an allocation for one internal program, the Dallas County holiday program, and additional funding for the Juror Fund Program Informational Video.

The purpose of this brief is to approve the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2017 and to request authorization to execute the attached Memorandum of Understandings for: AIM, LLC; Big Thought; and, Succeeding at Work (Teens at Work program).

1. AIM, LLC -- \$40,000

AIM, LLC provides case management and mentoring services specifically for encouraging school attendance and reducing the achievement gap. AIM, LLC monitors, mentors, and advocates for justice-involved youth to attend school and increase academic competencies. AIM, LLC will provide a turn-key case management solution for virtual mentoring and monitoring for 50 students, a dedicated case manager, utilization of AIM, LLC's proprietary software system and database, customized reporting, morning wake-up calls/text messages, live mentoring calls. AIM has worked with other juvenile department programs, such as ESTEEM Court. This funding will allow AIM, LLC to continue their work with the Diversion Male Court in FY17. AIM, LLC will work with up to 50 youth that are participants in the Diversion Male Court.

2. Big Thought -- \$35,000

This funding will continue the FY16 expansion of the Creative Solutions programming for residents at the Dr. Jerome McNeil Detention Center, Letot Center, and Letot RTC for Girls, as well as continued support for youth at the Evening Reporting Center and Creative Solutions alumni. Through the programming,

*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

adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them while building skills for future success in education and career. Funding will support direct costs for the programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artists' fees.

3. Succeeding at Work (Teens at Work program) -- \$40,000

The Teens at Work program prepares at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center (including the Residential Drug Treatment Program and START Program), students at the Day Reporting Center and students in the GED program. The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders. The Teens at Work program promotes education and continued learning throughout life. Funding for this program was provided in FY16. This funding will allow the Teens at Work program to continue in FY17.

4. Holiday Programs -- \$32,000

The Dallas County Holiday programs will foster pro-social behavior with youth in Department programs during the holiday season. In 2015, 871 youth, either in a probation program, specialty probation programs or residing in a pre and post adjudicated facility, benefitted from much needed assistance during the holiday season. Probation and institutional programs, along with the food bank, within the Dallas County Juvenile Department will use this funding for holiday programs. Funding will be used to purchase gifts and other needed holiday items, as well as bulk food purchases for the food bank.

5. Juror Fund Informational Video -- \$390

This is an amendment to the original Juror Fund Informational Video allocation. On September 21, 2015, the Youth Services Advisory Board approved Dallas County Juvenile Department's request to create an informational video for jurors about how funds are used and to thank jurors for their donations. The Department utilized a professional production company, Channel Three Productions, to create a video highlighting programs and services that YSAB approves to receive juror funds. In FY16, unexpected and additional costs were incurred during the production process, such as video re-shoots with Judge Miller and County Commissioners, Editing Revisions, DVD Authoring, and shipping. If approved, payment will be made in FY17.

Impact on Operations and Maintenance:

The current requests will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy.

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 3: Dallas County is safe, secured, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and utilizing community resources.

Legal Information:

Approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memorandum of Understandings with AIM, LLC, Big Thought, and Succeeding at Work have been approved as to

form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

All initiatives related to this request will be supported by the Juror Fund. AIM, LLC will receive \$40,000. Big Thought will receive \$35,000. Succeeding at Work will receive \$40,000. The holiday program will receive \$32,000. Finally, the Juror Fund Informational Video, with services rendered in FY2016, will receive \$390. The new allocation will bring FY2017 total allocations to \$147,390. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

Performance Impact Measures:

Each program presented specific anticipated performance measures in its initial application. Grant recipients with a Memorandum of Understanding will be required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service.

Project Schedule/Implementation:

Agreements, with AIM, LLC, Big Thought, and Succeeding at Work, are from October 1, 2016 to September 30, 2017.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 in the amount of \$147,390 and approve the Memorandum of Understanding with AIM, LLC, Big Thought, and Succeeding at Work. 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 October 1, 2016 to September 30, 2017, is entered by and between Big Thought (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

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), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Big Thought dated August 8, 2016;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), 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 Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, 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. Contractor understands that the names of individual working on behalf of Contractor, 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. Contractor understands that individuals involved in the Creative Solutions program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Contractor 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. Contractor understands that individuals working on behalf of Contractor, 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. Contractor understands that individuals working on behalf of the Contractor, 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. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated August 8, 2016. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$35,000.00 from its Juror Funds to support the (Contractor's Creative Solutions Programming) as approved in Juvenile Board on September 26, 2016.
10. Total payment for FY2017 will not exceed thirty-five thousand dollars (\$35,000.00). County's payment will be four quarterly installments of eight thousand seven hundred fifty dollars (\$8,750.00) each. At the conclusion of the year, Contractor will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor 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. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Contractor 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 juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Contractor 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 MOU shall be from October 1, 2016 to September 30, 2017.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

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 C).

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 D).

INSURANCE

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

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

Contractor, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents,

representatives and the Youth Services Advisory Board, (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Contractor 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: _____
Terry Smith, Executive Director
Dallas County Juvenile Department

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

BY: _____
County Judge Clay Jenkins
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: 
Glenn Baldwin, Chief Financial Officer
Big Thought

Dallas County Juvenile Department



Putting Youth First

Dallas County Juror Fund Application and Instructions

Dallas County jurors have the option of contributing their juror fund stipend to help at risk youth in the Dallas County Juvenile Department and the foster care system. The Youth Services Advisory Board (YSAB) oversees the use of the Dallas County Juror Fund for special projects to address specific concerns related to juvenile crime prevention. In order to be eligible for YSAB recommendation, organizations serving youth involved with the Dallas County Juvenile Department and Dallas County Juvenile Department programs must complete the following application.

1. The application must include all questions and the requestor must respond to all questions. The application and copy must be complete.
2. The requestor's response to each question cannot supersede the word limit indicated in each question.
3. Responses to questions must be typed, single spaced, and a minimum character font size of 11 points. Each page must be printed on one side only. All documents included in the application must be 8 ½" by 11" in size.
4. Testimonial Letters, Letters of support, and Letters of Collaboration may be included in the application behind the signature page. This addendum must not exceed 5 pages.
5. The requestor must provide three (3) original paper documents of the application with a signature of the requestor. The original paper documents must not be bound (fastened with a binder clip only).
6. The requestor must also provide one electronic copy (on a CD, USB Flash Drive, or Memory Stick, formatted in Microsoft Office and/or as a PDF) of the following:
 - a. Copy of the application with the requestors signature
 - b. The two most recently filed IRS 990 forms
 - c. Management/opinion letter from the most recent independent audit
 - d. A copy of the latest verification of tax-exempt status from the IRS
 - e. Certificate of Formation from the State of Texas
 - f. Organization's current operating budget and year-to-date financial statements
 - g. Current list of board members (include profession, gender, and ethnicity)
7. 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 juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
8. Applications that do not follow the specified guidelines will be disqualified.
9. Requestors should allow a minimum of four (4) months or 120 days for processing. There are three steps that each proposal goes through:
 - 1) Youth Services Advisory Board (YSAB) proposal review and recommendations.
 - 2) Dallas County Juvenile Board approval of YSAB recommendations.
 - 3) Dallas County Commissioners Court approval of Juvenile Board recommendations.

Expectations:

1. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards.
2. Organization must possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance.
3. Funding is for one year. Organizations must report quarterly their project status.



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Please send completed application materials to:

Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:

Stephanie Bays
Dallas County Juvenile Department
Stephanie.Bays@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

- a. Contact Name and Title:
LeAnn Binford, Director of Big Thought Institute
- b. Organization Name:
Big Thought
- c. Program/Project Name:
Creative Solutions Residential and Community Programming
- d. Amount requesting:
\$35,000
- e. Address:
1409 South Lamar Street, Suite 1015, Dallas, TX 75215
- f. Email:
Leann.binford@bigthought.org
- g. Phone number:
214-520-0023
- h. Organization website (if applicable):
www.bigthought.org



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II. Organization Information

- a. What is the mission of your organization?

Big Thought's mission is to make imagination a part of everyday learning.

Big Thought brings relentless optimism, innovation and imagination to the biggest problem facing education today: the opportunity gap. Big Thought believes the opportunity gap will only be solved by bringing the right opportunities to the kids who need them most. We believe the right opportunities—the ones with the power to transform young lives—all have one thing in common: they ignite the imagination.

- b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Big Thought is one of the nation's leading nonprofit organizations focused on building partnerships that close the opportunity gap through creative out-of-school programs, and has been a key contributor to improving education in Dallas since 1987. Founders Edith O'Donnell and Mitch Jericho knew in their hearts that the arts had the power to help children learn. They pooled their resources and launched the 32nd chapter of Young Audiences in Dallas, bringing arts and cultural performances into classrooms at a time when the arts were marginalized in the public schools.

The organization has since grown to serve children, teachers and parents in more ways than its founders ever imagined. In 2004, the name was changed to Big Thought to reflect a broadened scope of vision and ideas. Today, having expanded beyond traditional in-school programs, Big Thought coordinates partnerships to develop programs that close the opportunity gap by sparking children's imaginations. Through its work, Big Thought provides learning opportunities that have been proven to help students become more imaginative, adaptable and productive adults, resulting in stronger communities and a more capable future workforce. A Texas Medal of the Arts recipient in 2013, Big Thought's primary service area is Dallas County.

In partnership with Dallas ISD, City of Dallas, Dallas County Juvenile Department, institutions of higher learning, community-based organizations and individual teaching artists, Big Thought's programs and initiatives serve more than 140,000 children, families and teachers, and deliver more than one million hours of individual creative instruction and programming each year.

- c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: No:



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- i. What is the minimum limit of liability on each policy listed above?

Workers Compensation Insurance: \$500,000

Commercial General Liability Insurance: \$1,000,000

Commercial Automotive Liability Insurance: \$1,000,000

- ii. Please attach proof of insurances listed above.

Included on flash drive with other attachments.

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: No:

- e. How did you hear about this funding source?

Big Thought has received funds from the Juror Fund in the past.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: No:

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

For 21 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. The largest portion of the program is an intensive, seven-week Summer Program located at Southern Methodist University, but Creative Solutions programming is also provided at multiple summer and year-round locations, both in-facility and in the community. This proposal addresses the residential and community Creative Solutions programming, not the Summer Program.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

Because many of the youth in the targeted population have very few options for creative expression, Dallas County Juvenile Department (DCJD) officials appreciate that Creative Solutions offers a unique and effective approach to combat life's challenges by promoting positive personal development, self-discipline, conflict mediation and goal setting through engaging arts production experiences. In addition, the participants'



family and community benefit from the delivery of effective prevention and intervention services to its more vulnerable citizens.

All components of Creative Solutions programming target teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement. Big Thought personnel work closely with DCJD officials, probation officers and therapists to identify youth who would benefit from opportunities to engage in structured creative activities as well as explore a range of creative careers and gain skills that will aid them in furthering their education and careers. Follow-on community programming for Creative Solutions Summer Program Alumni reinforces these skills and supports them in maintaining their focus on a positive future.

Most of the runaway youth who participate in the Creative Solutions programming at Letot facilities are first offenders, and there Big Thought is part of a combination of services focused on helping young people avoid committing delinquent offenses and entering the Juvenile Justice System. Critical life skills such as teamwork, decision-making, problem-solving, critical thinking and communication are emphasized, providing tools youth can use to improve their function within their families, school communities and with peers.

- b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

In each setting, Creative Solutions 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. Professional teaching artist/mentors work with the adjudicated and at-risk youth in multi-session residencies, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace. Youth receive practical and hands-on experiences in visual and performance art which develop skills associated with job and college readiness while allowing them to envision expanded possibilities and establish new and healthy habits. Working as individuals and in group projects, participants learn to resolve differences for the good of the whole; view their work from a critical perspective; take constructive criticism from others; and reach consensus.

Funding from the Juror's Fund will enhance Dallas County's investment in Creative Solutions programming by allowing the expansion of residential and alumni programming. Funds will support instructional needs including supplies, transportation, snacks, student stipends and contracted artist fees, allowing Big Thought to provide high-quality learning experiences for resident youth at Juvenile Detention, Letot Center



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and Letot Residential Treatment Center (RTC), as well as weekly workshops at the Evening Reporting Center and monthly check-in workshops and service learning opportunities during the school year for alumni of the intensive Creative Solutions Summer Program.

- c. Where will this program/project take place (maximum 250 words)?

Residential Creative Solutions programming will take place in Juvenile Detention on weekdays after school from 3:00-5:00 PM for the Honors Dorms. Currently three 5-week residencies with 2-hour classes 4 days per week are planned.

Programming at the Letot Center and Letot RTC is planned for weekends and holidays when students are not in school.

At the Evening Reporting Center, 1.5-hour workshops will be held every Monday (except first Mondays of the month) from 5:00 – 6:30 PM.

Creative Solutions Alumni programs will take place approximately 2 times monthly on Friday nights and Saturdays as well as during winter and spring break at a variety of locations, including Big Thought offices and Southern Methodist University with field trips to corporate facilities, performance venues and museums.

- d. What is the program/project target population (maximum 250 words)?

Big Thought's Creative Solutions programming targets teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement.

- e. Expected number of unduplicated program beneficiaries:

Approximately 400 (Letot Center – 30; Letot Residential Treatment Center – 190; Juvenile Detention – 100; Evening Reporting Center – 60; Creative Solutions Alumni – 20)

- f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Big Thought's Allison Caldwell provides hands-on leadership for the organization's Creative Solutions programming. In addition to six years' experience with various aspects of Big Thought's youth development programs, she holds a BA in Art History from the University of St. Andrews and a MA from Prescott College in Psychology with an Emphasis in Art Therapy and Family Systems.

Shianne Patrick is another member of the Creative Solutions team with extensive experience in working with teens, including managing Big Thought's Thriving Minds



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After-school program at Marsh Preparatory Academy in Dallas ISD. Patrick holds a BS in Psychology from Prairie View A & M University and will complete her MS in Educational Psychology from the University of Texas at Arlington in May 2017.

Other key personnel for Creative Solutions include the Dallas County Juvenile Department administrators and probation officers with whom Big Thought has established relationships and a corps of teaching artists drawn from a range of disciplines, including performing arts, media, technology, design and visual arts fields. Artists contracted to provide Creative Solutions programming are respected, highly skilled professionals who have developed a deep commitment as well as specialized skills for teaching and working with high-risk youth. They participate in an annual comprehensive training program as well as undergo an extensive criminal background check.

- g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

A Juror's Fund grant will allow Big Thought to meet Dallas County Juvenile Department requests for Creative Solutions programming for residents at Juvenile Detention, Letot Center and Letot RTC as well as continue support for youth at the Evening Reporting Center and Creative Solutions Alumni. Through the programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them while building skills for future success in education and career. Funding will support direct costs for the programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artist fees.

IV. Project Evaluation

- a. What are the program/project objectives?

All Creative Solutions programming is designed to achieve the following objectives utilizing techniques developed over two decades. Following a structured, three-phase plan, professional teaching artist-mentors first lead youth in exploring who they are through intensive reflection supported by art projects such as creating self-portraits. Participants are guided to see their individual potential and learn to voice their personal goals through spoken word exercises. In the second phase, youth address feelings and self-control, learning to relieve stress and express themselves positively through arts such as weaving, poetry and dance. With individual practices strengthened in the first two phases, the third forces the practice of collaboration using group projects to learn consensus and compromise. In addition to learning how to fit in a group and handle



group dynamics, youth also become aware of how they relate to others, especially figures of authority.

For the Creative Solutions Alumni, programming will reinforce their summer intensive learning experience, helping them remember and recognize their progress while also teaching them how to reach out for support when needed.

b. What are the program/project goals?

For youth in residential programs, the goals for their Creative Solutions participation will be for them to become calmer and more centered, able to handle the stress of being detained. Creative Solutions programming will also allow them the opportunity to be seen by others and themselves in a completely new light – as an artist with a voice.

The goals for the Evening Reporting Center youth and Creative Solutions Alumni programming are to keep teens on a path toward productive citizenship, prevent them from re-entering the juvenile justice system, provide coaching for college and job applications, and continue to strengthen their personal resilience.

c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

For residential and Evening Reporting Center Creative Solutions participants, output measures will include attendance hours; a minimum of 1.5 hours per week for all participants at the various sites is targeted. A total of 704 hours of programming is projected to be provided throughout all of the facilities. Other participant outputs include art works and poetry; a sample size of writing products from Big Thought Youth Development programming are scored using a six-trait writing scale developed by the Northwest Regional Educational Laboratory (NWREL).

Output measures for the Creative Solutions Alumni are also attendance-based with a target of 6-8 hours per month of service. Approximately 90 hours of programming will be provided.

d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

In Residential and Evening Reporting Center Creative Solutions programming, the looked-for outcomes are for participating youth to request to continue writing and/or making art in their free time.



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Outcome measures for the Creative Solutions Alumni are for participating youth to stay in touch with their administrators/mentors and regularly report on their progress.

All participants will be observed for commitment to practicing positive personal development, increased self-discipline, improved conflict and mediation skills, and basic goal-setting skills.

e. Evaluation methodology (what data will be collected and how).

Big Thought's evaluation of participant outcomes for youth development programming is based in social emotional learning and measured through the implementation of portions of the Social Skills Improvement System (SSIS™) Performance Screening Guide. SSIS is a universal screening instrument which assesses and documents observable pro-social behaviors such as feeling empathy, expressing concern for others and demonstrating personal responsibility. SSIS is administered to a sample of Big Thought's youth development participants; looked-for outcomes include increased social skills accompanied by a reduction in problem behaviors.

Another evaluation tool utilized by Big Thought in multiple youth development environments is the Boston Youth Arts Evaluation Project (BYAEP), which surveys students on their reactions to their arts instruction. Other ongoing evaluation includes writing sample analysis using a six-trait writing scale developed by the Northwest Regional Educational Laboratory (NWREL), regularly scheduled stakeholder surveys and informal feedback opportunities for students, instructors and DCJD staff. Survey and feedback tools observe life skills such as self-expression and communication, anger and frustration management, critical thinking, teamwork and how the youth respond to and interact with the adult teaching artist-mentors. Participation and dosage per student is also tracked.

As an ongoing best practice, Big Thought utilizes formative evaluation to adjust the program to the ever changing needs of the participants and ensure program effectiveness.

V. Budget Estimate

a. List other funding sources or proposed funding sources for this project.

Creative Solutions programming receives funds through contracts from Dallas County Juvenile Department as well as the Texas Commission on the Arts. In 2015-16, Big Thought also raised \$75,000 from private sources, including foundations, corporations and individuals in support of Creative Solutions programming.



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- b. Please provide a line item budget for this proposed project.

Please see below.

- c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

Please see notes in budget below.

Supply costs in the budget are estimated because the content of each residency is determined based on instructor availability, DCJD staff recommendations, length of residency, location and student preferences. The following sample budgets provide per student cost estimates for supplies for different types of residencies. Consumable supplies must be purchased for each residency; reuseable supplies can be recycled for future residencies, although most need to be replaced regularly due to wear from normal use. Since most youth will participate in multiple residencies, the budget anticipates an average supplies expense of approximately \$12 per student.

Clay project:

Approximately \$6-8 per person (consumable supplies)

- 2.5 lbs clay per person
- Commercial glaze
- Clay tools, buckets, drop cloth (reuseable, but need to be replaced frequently)

Painting project:

Approximately \$5 per person (consumable supplies)

- Canvas
- Acrylic paint
- Brushes, buckets, drop cloth (reuseable, but need to be replaced frequently)

Music project:

Approximately \$3 per person (consumable supplies)

- CD for recording
- Drumsticks (reuseable, but need to be replaced frequently)
- Recording equipment (reuseable)
- Drums (reuseable)

Writing project:

Approximately \$3 per person (consumable supplies)

- Composition books
- Writing utensils



Putting Youth First

Creative Solutions Residential & Alumni Programming, 2016-17

Est. Residential & Evening Reporting
 Center Youth Participants 380
 Adult:Youth ratio 1 Adult:12 Youth
 Program Hours 614
 Student Hours 11,562

Est. Alumni Youth Participants 20
 Adult:Youth ratio 1 Adult:7 Youth
 Program Hours 90
 Student Hours 1800

<u>Contract Services</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Teaching Artist Fees	\$43,350.00	\$45/hr X 704 hrs of instruction + training & other professional development	\$21,675.00
Other Consultant Honorariums	\$800.00	Training Facilitation	\$400.00

<u>Facilities</u>	<u>Cost</u>	<u>Notes</u>
Facilities	\$0.00	All facilities provided in-kind

<u>Instructional Needs</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Art & Writing Supplies	\$8,500.00	Supplies, tools & equipment for painting (acrylic on canvas), ceramics, weaving, writing, spoken word, digital arts, drumming, dancing, sound recording, etc.	\$4,250.00
Transportation	\$1,000.00	Bus passes & shuttle rental for field trips - Alumni only	\$500.00
Food	\$450.00	Snacks for Alumni meetings & artist training sessions	\$225.00
Staff Mileage	\$500.00	Reimbursed at \$.575 per mile; for program observations	

<u>Research & Evaluation</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Surveys & Evaluation forms	\$600.00	Primarily for SSIS forms	\$300.00

<u>Direct Staff</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Program Managers & Direct Support	\$29,930.00	Average 20% of salaries plus benefits	\$7,650.00

<u>Allocated Organizational Expenses</u>	<u>Cost</u>	<u>Notes</u>	<u>YASB Request</u>
Programs, Operations, HR, IT, Accounting/Finance	\$28,098.50	Allocated % of organizational cost-of-doing-business	
Communications/Development	\$15,285.50	Allocated % of organizational cost-of-doing-business	
Administrative	\$4,032.00	Allocated % of organizational cost-of-doing-business	
Total budget	\$132,546.00		\$35,000.00



Putting Youth First

Application Completed By:	
Print Name: LeAnn Binford	Title: Director of Big Though Institute
Signature: <i>LeAnn Binford</i>	Date: (mm/dd/yyyy) 08/08/2016

ATTACHMENT A

Contract Specifications

Big Thought-Residential and Community Creative Solutions Programming

I. COST: \$35,000.00

II. PROGRAM SCHEDULE:

A. Service Week:

- a. Juvenile Detention residential programming – Honors Dorms, three 5-week residencies, 4 weekdays per week, 3:00-5:00 PM, dates TBD
- b. Letot Center residential programming – Saturdays and holidays; approximately 40 weeks
- c. Letot Residential Treatment Center residential programming – Saturdays and holidays; approximately 40 weeks
- d. Evening Reporting Center programming – Mondays 5:00-6:30 PM, except the first Monday of each month; approximately 40 weeks
- e. Creative Solutions Alumni community programming (at a variety of locations, including Big Thought offices and Southern Methodist University, with field trip to corporate facilities, performance venues and museums) – two times per month on Friday nights and Saturdays, approximately 8 hours per month; 10 months

B. Service Hours: See Above

C. Service Delivery Location: See Above

III. PROGRAM COMPONENTS

All components of Creative Solutions programming target teens who are on probation or at high risk of truancy, substance abuse, sexual exploitation or gang involvement. Big Thought personnel work closely with DCJD officials, probation officers and therapists to identify youth who would benefit from opportunities to engage in structured creative activities as well as explore a range of creative careers and gain skills that will aid them in furthering their education and careers. Follow-on programming for Creative Solutions Summer Program Alumni reinforces these skills and supports them in maintaining their focus on a positive future.

In each setting, 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. First, youth explore who they are through intensive reflection supported by art activities such as creating self-portraits. They also learn to voice their personal goals and are guided to see their individual potential. In the second phase, youth address feelings and self-control, learning arts-based stress relief techniques through activities such as weaving, poetry and dance. With individual practices strengthened in the first two phases, the third forces the practice of collaboration using group projects to learn consensus and compromise. In addition to learning how to fit in a group and handle group dynamics, youth also become aware of how they relate to others, especially figures of authority.

IV. PROGRAM MECHANICS

A. Length of stay: See above; programming sessions range from 1.5 – 8 hours depending on the program.

B. Holiday Schedule: All legal holidays observed.

C. Summer Schedule: N/A

D. Transportation: Not required for Residential Programming; Creative Solutions Alumni participants will be eligible to receive transportation assistance (bus passes).

E. Meals/Snacks: Not required for Residential Programming; free snacks are provided for longer Creative Solutions Alumni sessions.

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, as well as other trainings specified in the MOU.

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 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.

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: Big Thought

Signature, Authorized Representative of Contractor

August 30, 2016
Date

President & 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

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:
2016-105659

Date Filed:
08/29/2016

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

Date Acknowledged:

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.

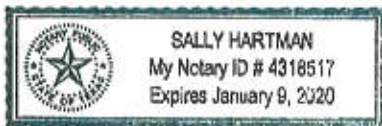
JB-12
Big Thought, Juror Fund Application, for residential educational services at Dallas County Juvenile facilities.

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.



[Handwritten Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said *Dusella Antoni*, this the *30th* day of *Aug*, 20*16*, to certify which, witness my hand and seal of office.

Sally Hartman SALLY HARTMAN Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from October 1, 2016 until September 30, 2017, is entered by and between Aim, LLC and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

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), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Aim, LLC dated August 17, 2016;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), 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.

Aim, LLC and Dallas County have been working together since January 2012.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Aim, LLC understands that under no circumstances should individuals working on behalf of Aim, LLC, 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. Aim, LLC understands that the names of individual working on behalf of Aim, LLC, 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. Aim, LLC understands that individuals involved in the Diversion Male Court on behalf of AIM, LLC must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Aim, LLC 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. Aim, LLC understands that individuals working on behalf of Aim, LLC, 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. Aim, LLC understands that individuals working on behalf of the Aim, LLC, 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. Aim, LLC will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Aim, LLC agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated August 17, 2016. (Attached as Exhibit A.).
8. Aim, LLC will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds not to exceed \$40,000.00 from its Juror Funds to support the (Aim, LLC and Diversion Male Court) as approved in Juvenile Board on September 26, 2016.
10. Total payment for FY2017 will not exceed forty thousand dollars (\$40,000.00). County's payment will be based on a "per youth" allotment of eight hundred dollars (\$800.00) per youth not to exceed fifty (50) youth for a total of forty thousand dollars (\$40,000.00). At the conclusion of the year, Aim, LLC will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on the first of each month. Submittal of reporting requirements are due on or before the fifth (5th) of the first month for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Aim, LLC within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Aim, LLC 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. Aim, LLC agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Aim, LLC 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 juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Aim, LLC 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 October 1, 2016 to September 30, 2017.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

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 C).

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 D).

INSURANCE

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

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

Aim, LLC to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents,

representatives and the Youth Services Advisory Board, (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Aim, LLC 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 Department



Putting Youth First

Dallas County Juror Fund Application and Instructions

Dallas County jurors have the option of contributing their juror fund stipend to help at risk youth in the Dallas County Juvenile Department and the foster care system. The Youth Services Advisory Board (YSAB) oversees the use of the Dallas County Juror Fund for special projects to address specific concerns related to juvenile crime prevention. In order to be eligible for YSAB recommendation, organizations serving youth involved with the Dallas County Juvenile Department and Dallas County Juvenile Department programs must complete the following application.

1. The application must include all questions and the requestor must respond to all questions. The application and copy must be complete.
2. The requestor's response to each question cannot supersede the word limit indicated in each question.
3. Responses to questions must be typed, single spaced, and a minimum character font size of 11 points. Each page must be printed on one side only. All documents included in the application must be 8 ½" by 11" in size.
4. Testimonial Letters, Letters of support, and Letters of Collaboration may be included in the application behind the signature page. This addendum must not exceed 5 pages.
5. The requestor must provide three (3) original paper documents of the application with a signature of the requester. The original paper documents must not be bound (fastened with a binder clip only).
6. The requestor must also provide one electronic copy (on a CD, USB Flash Drive, or Memory Stick, formatted in Microsoft Office and/or as a PDF) of the following:
 - a. Copy of the application with the requestors signature
 - b. The two most recently filed IRS 990 forms
 - c. Management/opinion letter from the most recent independent audit
 - d. A copy of the latest verification of tax-exempt status from the IRS
 - e. Certificate of Formation from the State of Texas
 - f. Organization's current operating budget and year-to-date financial statements
 - g. Current list of board members (include profession, gender, and ethnicity)
7. 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 juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
8. Applications that do not follow the specified guidelines will be disqualified.
9. Requestors should allow a minimum of four (4) months or 120 days for processing. There are three steps that each proposal goes through:
 - 1) Youth Services Advisory Board (YSAB) proposal review and recommendations.
 - 2) Dallas County Juvenile Board approval of YSAB recommendations.
 - 3) Dallas County Commissioners Court approval of Juvenile Board recommendations.

Expectations:

1. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards.
2. Organization must possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance.
3. Funding is for one year. Organizations must report quarterly their project status.

Dallas County Juvenile Department



Putting Youth First

Please send completed application materials to:
Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:
Allison Harris
Dallas County Juvenile Department
Allison.Harris@dallascounty.org
214-698-5578

Community-Based Organization Application

- I. Contact Information
 - a. Contact Name and Title:
Marty Smith, CEO
 - b. Organization Name:
AIM, LLC
 - c. Program/Project Name:
Diversion Male Court
 - d. Amount requesting:
\$40,000.00
 - e. Address:
103 E. Virginia, Suite 203, McKinney, Texas 75069
 - f. Email:
Marty.Smith@tryaim.com
 - g. Phone number:
214-999-1122
 - h. Organization website (if applicable):
www.tryaim.com

Dallas County Juvenile Department



Putting Youth First

II. Organization Information

- a. What is the mission of your organization?

The mission of AIM, LLC (Aim) collaboration with the Diversion Male Court (D.M.C.) is to provide positive experiences for referred male youth that will provide the support and services necessary to get them back in school, back on track to graduation and prevent further involvement in the legal system.

- b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Aim (previously known as AimTruancy Solutions) was established in 2005 in response to a challenge by the Dallas County Commissioners court to address the increasing truancy problem in Dallas County. Over the past ten years, Aim has partnered with hundreds of schools and thousands of chronic truants across Texas to help lower the staggering statistic by providing a structured and supportive mentoring and monitoring program. Aim partners with schools, law enforcement, juvenile justice, community-based organizations, and other agencies, which recognize the link between truancy reduction and student success.

- c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: No:

- i. What is the minimum limit of liability on each policy listed above?

1. Workers Compensation Insurance \$1,000,000
2. Commercial General Liability Insurance \$2,000,000
3. Commercial Automotive Liability Insurance \$0
 - a. Aim does not have company owned vehicles

- ii. Please attach proof of insurances listed above.

Aim's Certificate of Insurance is attached to the end of this document.

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: No:

Dallas County Juvenile Department



Putting Youth First

- e. How did you hear about this funding source?

Aim was previously awarded a grant from the juror fund for D.M.C.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: No:

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

Diversion Male Court, Dallas County, February 2013 through current.

Esteem Court, Dallas County, January 2012 through current.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

In 2011, the department handled over 6,000 formal referrals (formal charges filed on youth). Of those 6,000 referrals 42% were African-American and 43% were Latino. These demographics are disproportionate to the make-up of the Dallas County Juvenile age population of 22% African-American, 25% Caucasian, and 48% Latino and reflect a national and statewide trend of disproportionate minority representation of justice system involved youth.

Over the past years, staff members and other stakeholders examined the trend of disproportionate minority youth represented in the department. In 2010, 30% of African American youth and 25% of Latino youth did not complete deferred adjudication and subsequently, had formal charges filed. If deferment programs completion rates increases then fewer minority youth will fall further into the system. The youth participating in D.M.C. will gain the necessary skills and have charges dropped in order to avoid any future criminal court involvement.

Minority youth in Dallas County have disproportionate rates of truancy occurrences. Research has shown that truancy is related to delinquency, substance use and abuse, high school dropout, suicidal thoughts and attempts, and early sexual intercourse. The partnership between Aim and D.M.C. bridges the service gaps between truancy, delinquency, and disproportionate minority representation.

- b. How does this program address the need (program design) and what will this funding do to address the need (maximum 250 words)?

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Putting Youth First

Through a comprehensive approach, Aim delivers a customizable program that adjusts to fit the needs of the individual. Our mentors are trained on two very complementary and effective theory based approaches. Strength based approach, where we target what that student is doing right, in any situation, rather than what they are doing wrong. We get them to see their strengths then capitalize and replicate those strengths in other areas of their lives. Solution-focused approach, we take time to actively listen and hear their problems, but our focus is on how to solve them. We get them to see when their problems don't occur, what they are doing differently during those times, and then help them create positive outcomes for similar situations moving forward. The program consists of the following components:

1. Daily wake up calls and/or text messages to youth and family
2. Daily follow up by dedicated case manager
3. School visits
4. Virtual mentoring

- c. Where will this program/project take place (maximum 250 words)?

The program is located in Dallas County and Aim's services are coordinate at court and the student's school. Mentoring calls will be conducted by phone.

- d. What is the program/project target population (maximum 250 words)?

The D.M.C. targets minority males that are eligible for deferred adjudication, but exhibit potential risk factors for violence and delinquency such as illicit drug use, peer group/gang involvement, low parent involvement, academic failure and community involvement. Minority males that have a pending first time misdemeanor charges such as assault, weapons violation, theft, or drug offense are eligible to assessed for D.M.C. The participants that exhibit poor school attendance, chronic tardiness, or academic failure in their assessment will be enrolled in the Aim program.

- e. Expected number of unduplicated program beneficiaries:

Aim expects to serve 50 students within 1 school year. Each student will receive morning wake up calls / text messages, mentor calls, and school visits.

- f. Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?

Karina Shroff, MA, LPC, NCC: Karina Shroff is a Licensed Professional Counselor and a National Certified Counselor. Karina has more than 9 years of experience working with at-risk youth. Prior to joining Aim, Karina served as a Clinical Director for a mental health

Dallas County Juvenile Department



Putting Youth First

facility for children. Karina holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.

Patricia De Santiago: Patricia De Santiago has more 6 years of experience working with at-risk youth. She has over five years of experience as a mental health facility child case manager and is trained in teen crisis and suicide prevention. Patricia holds a bachelor of arts in psychology from Southern Methodist University.

Silvia Perez: Silvia Perez has more than 3 years experience working with at risk youth. As a case manager, she builds connections with school administration and parents. Silvia holds a degree from Universidad Autonoma de Sinaloa.

- g. Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).

Aim provides case management and mentoring services specifically for encouraging school attendance and reducing the achievement gap. Aim monitor's , mentors, and advocates for justice involved youth to attend school and increase academic competencies. Our solutions-focused and strength-based mentoring helps students by using proven positive effects of instilling hope, optimism and motivation. Aim mentors focus heavily on what our students are doing right and on the potential they have to do something great.

IV. Project Evaluation

- a. What are the program/project objectives?

Through a comprehensive approach, Aim delivers a customizable program that adjusts to fit the needs of the individual. The program consists of the following components:

1. Daily wake up calls and/or text messages to youth and family
2. Daily follow up by dedicated case manager
3. School visits
4. Virtual mentoring

- b. What are the program/project goals?

To provide positive experiences for minority male youth that are in Diversion Male Court program. Aim will provide the support and services necessary to:

1. Get them back in school
2. Back on track to graduate
3. Prevent further involvement in the legal system

Dallas County Juvenile Department



Putting Youth First

- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

Aim is one activity of the Diversion Male Court logic model. It is linked to the following output measures:

1. Number of participants attending school regularly
2. Number of participants communicating with their mentor
3. Rate of school attendance by each participant

- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Aim outcome measures are:

1. Increase attendance
2. Decrease referral to ISS/OSS (school suspension)
3. Increase completion rates
4. Decrease referrals to juvenile justice system

- e. Evaluation methodology (what data will be collected and how).

Aim acquires attendance data from the student's school to determine increases and decreases in attendance and referrals to ISS/OSS.

V. Budget Estimate

- a. List other funding sources or proposed funding sources for this project.

Based on our current understanding of the requirements of the program, the funds included in this request will cover all program costs and no other funding will be required. If unexpected costs arrive, Aim will reach out to donors and other funding sources to cover those costs.

- b. Please provide a line item budget for this proposed project.

Cost per child = \$800.00
Number of children = 50
Total proposed budget = \$40,000.00

Dallas County Juvenile Department



Putting Youth First

- c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

Aim provides a turn-key case management solution which is budgeted on a per student basis. Services include:

- Virtual mentoring and monitoring for 50 students
- Dedicated case manager
- Utilization of Aim's proprietary software system and database
- Customize reporting
- Morning wake up calls / text messages
- Live mentoring calls

Application Completed By:	
Print Name: <i>Marty Smith</i>	Title: <i>CEO</i>
Signature: <i>[Handwritten Signature]</i>	Date: (mm/dd/yyyy) <i>8/17/16</i>

ATTACHMENT A

Contract Specifications

<Aim, LLC / Diversion Male Court>

I. **COST:** \$40,000.00

II. PROGRAM SCHEDULE:

A. Service Week: All week long except Saturday.

B. Service Hours: Hours vary depending on service – morning calls, school visits, mentoring calls and start/end of DMC Court.

C. Service Delivery Location: Aim’s services are coordinated at court and the student’s school. Mentoring calls will be conducted by phone.

III. PROGRAM COMPONENTS

A. **Morning wake up calls / text messages**
Frequency: Daily (Monday – Friday)

B. **School and Court visits conducted by Case Manager**
Frequency: Monthly school visits and weekly at court plus attendance is requested weekly from each student’s school.

C. **Virtual Mentor Calls**
Frequency: One to three times per week

D. **Customize Report to DMC staff**
Frequency: Weekly

IV. PROGRAM MECHANICS

A. **Length of stay:** Students are on the program 3 – 6 months depending on their progress to meet the requirements in each level established by DMC.

B. **Holiday Schedule:** Program runs entire school year except for lengthy student holidays: November 21st – 25th 2016 (Thanksgiving Break), December 21st – 31st

2016 (Student Winter Holiday) and March 14th – 18th 2017 (Student Spring Break) when no mentor calls are made. However, Case Manager attends DMC court to meet with students, if in session during those dates.

- C. **Summer Schedule:** Program runs into the summer and students continue to receive mentor calls.
- D. **Transportation:** N/A
- E. **Meals/Snacks:** N/A

V. **DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**

- A. Karina Shroff, MA, LPC, NCC - holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.
- B. Patricia De Santiago, Senior Manager of Mentoring – holds a bachelor of arts in psychology from Southern Methodist University.
- C. Silvia Perez, Case Manager – holds a degree from Universidad Autonoma de Sinaloa.

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 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.

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: Aim, LLC


Signature, Authorized Representative of Contractor

8-23-16
Date

CFO
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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aim, LLC
McKinney, TX United States

Certificate Number:
2016-103231

Date Filed:
08/23/2016

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

Date Acknowledged:

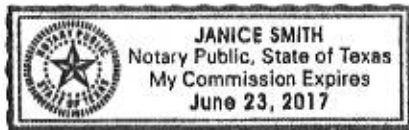
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
JB-11
Mentoring

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.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marty Smith, this the 23RD day of August, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Janice Smith
Printed name of officer administering oath

Notary
Title of officer administering oath

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective October 1, 2016 to September 30, 2017, is entered by and between Succeeding at Work and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

All documents below are incorporated herein by reference. Succeeding at Work agrees to provide Services in the implementation and operation of the Program as described in the following:

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Succeeding at Work dated August 9, 2016;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), 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.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Attachment A, Contract Specifications (Exhibit B).

ASSURANCES

1. Succeeding at Work understands that under no circumstances should individuals working on behalf of Succeeding at Work, 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. Succeeding at Work understands that the names of individual working on behalf of Succeeding at Work, 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. Succeeding at Work understands that individuals involved in the Teens at Work program on behalf of Succeeding At Work must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Succeeding at Work 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. Succeeding at Work understands that individuals working on behalf of Succeeding at Work, 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. Succeeding at Work understands that individuals working on behalf of the Succeeding at Work, 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. Succeeding at Work will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Succeeding at Work agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated August 9, 2016. (Attached as Exhibit A.).
8. Succeeding at Work will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Succeeding at Work and Teens at Work) as approved in Juvenile Board on September 26, 2016.
10. Total payment for FY2017 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. At the conclusion of the year, Succeeding at Work will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Succeeding at Work within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Succeeding at Work 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. Succeeding at Work agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB.
15. Succeeding at Work 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 juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Succeeding at Work 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 October 1, 2016 to September 30, 2017.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

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 C).

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 D).

INSURANCE

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

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

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

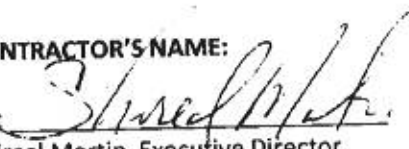
BY: _____
Terry Smith, Executive Director
Dallas County Juvenile Department

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: 
Shireal Martin, Executive Director
Succeeding at Work

ATTACHMENT A

Contract Specifications

Succeeding at Work

I. **COST: \$40,000.00**

II. **PROGRAM SCHEDULE:** Tuesdays 12:30pm - 2:00pm and 3:30pm-5:00pm

A. **Service Week:** Succeeding at Work will convene four (4), eight (8) week cycles of programming of the Teens at Work program. The eight week cycles will occur within a twelve (12) month period.

B. **Service Hours:** The program will occur one day per week for 2:00hrs. Administrative Staff of the Dr. Jerome McNeil Juvenile Detention Center and the Day reporting Center will coordinate the program cycles and session schedules.

C. **Service Delivery Location:** Dr. Jerome McNeil Juvenile Detention Center and the Day Reporting Center

III. **PROGRAM COMPONENTS**

A. **Frequency:** Day Reporting Center on Tuesday 12:30pm- 2:00pm

B. **Frequency:** Dr. Jerome McNeil Juvenile Detention Center - 3:30p.m. – 5:00p.m

C. **Frequency:**

IV. **PROGRAM MECHANICS**

A. **Length of stay:** October 1, 2016 – September 30, 2017

B. **Holiday Schedule:** Week of New Years, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day before, and the week Christmas Day.

C. **Summer Schedule:** Summer schedule will depend on the number of participants during the school year. If held the day and time may be adjusted dependent upon the detention centers approval.

D. **Transportation:** N/A

- E. **Meals/Snacks:** Succeeding at Work will provide a snack to program participants each class.

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

- A. **Contract Manager:** Must have a Bachelor degree and/or ten years of experience administering contracts and doing contract implementation. Must have knowledge of contract services, accounting and multiple site project management. Have the ability to supervise a staff and communicate with city, county and state government entities. Other experience includes computers, case management and benefits application.
- B. **Program Director:** Must possess a bachelor's degree and three years of experience working with at-risk youth and three (3) additional years of Administrative experience.
- C. **Instructor:** Must possess a high school diploma or GED equivalency, one year of teaching experience or public speaking experience, excellent communication skills, two years of prior experience working with youth, and professional appearance and demeanor.

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Please send completed application materials to:
Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:
Allison Harris
Dallas County Juvenile Department
Allison.Harris@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

- a. **Contact Name and Title:**
Shireal Martin, Executive Director
- b. **Organization Name:**
Succeeding at Work
- c. **Program/Project Name:**
Teens at Work
- d. **Amount requesting:**
40,0000.00
- e. **Address:**
320 S.R.L. Thornton Freeway, Suite 100 Dallas, TX 75203
- f. **Email:**
Shireal_martin@succeedingatwork.org
- g. **Phone number:**
214-941-4388
- h. **Organization website (if applicable):**
www.succeedingatwork.org

Dallas County Juvenile Department



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II. Organization Information

a. What is the mission of your organization?

Succeeding at Work is a nonprofit organization that fosters ethical, social, and professional development, for the purpose of training, educating, motivating, and empowering individuals to excel in the work place.

b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs (maximum 250 words).

Succeeding at Work (SAW), a 501(c)3 organization, was founded by Shireal Martin. Mrs. Martin spent 14 years in Corporate America managing and leading various work groups. Succeeding at Work provides programs and services for youths and adults in the areas of employment training. In 2009, SAW changed its organization name from Teens at Work to Succeeding at Work. This change allowed the organization to expand its services and have our youth program and adults program under one name and identity.

Established in 2003, Succeeding at Work successfully operates three programs: Teens at Work (TAW) program services 350 youth ages 14-17 reaches, the I AM Committed Abstinence (IAM) program services 583 youth ages 12-17 all unduplicated clients. Together both programs reach students in low income areas in 20 locations in Dallas County. The Adults at Work (AAW) program has served over 1,200 adults ages 18 above since 2005. The AAW program provides workshops, seminars, and a curriculum based training program for individuals that are unemployed, underemployed or transitioning back into the workforce.

c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: No:

i. What is the minimum limit of liability on each policy listed above?

Business Liability - \$1,000,000.00 General Aggregate - \$2,000,000.00

Workers' Compensation - \$1,000,000.00

Succeeding at Work does not currently have commercial vehicles and does not have Commercial Automotive Liability insurance.

Dallas County Juvenile Department



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- ii. Please attach proof of insurances listed above.

Proof of insurance is attached for both.

- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: No:

- e. How did you hear about this funding source?

Re-applying to continue providing the Teens at Work program to youth in the START, RDT and the Day Reporting Center (DRC).

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: No:

- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

Since 2014, Succeeding at Work has been providing the Teens at Work program to youth in the START and the RDT program within the Dallas County Detention Center. Succeeding at Work has also been providing services to the Day Reporting Center since 2015.

III. Proposed Program

- a. Why is this program/project needed (need statement) (maximum 250 words)?

Dallas County Juvenile Department reports receiving 6,339 referrals for 2014. The Dallas County Community Plan (DCCP) in 2010, states that Dallas County families experience the common stressors of economic difficulty and social pressure that come with life in the 21st Century. Families that lack emotional, financial or social stability, face challenges in raising healthy well-balanced youth. Issues of joblessness, lack of education, linguistic differences, substance abuse, mental health, and/or family violence are sometimes multi-generational. Youth who grow up witnessing violence in the home are more prone to engage in violence in their personal relationships.

The DCCP also stated, "youth in Dallas County need assistance in their transition to independent adult living. Young people who experience difficulties on the road to



adulthood need guidance and skill building that extends beyond the limited time the Juvenile Justice Systems has to influence them. Once youth return to the community and are no longer under supervision, the relationship and resulting services provided through the Juvenile Justice System ends. Many adolescents and young adults who do not get adequate skill training and independent living support end up being served in our adult justice systems.

Youth returning to the community need a plan of action that is carefully constructed and filled with support. They need: independent living skills; educational preparedness through quality GED programs, linkages to vocation and trade programs, apprenticeship programs and positive role models to give youth hope and help them break the cycle of failure.

- b. **How does this program address the need** (program design) **and what will this funding do to address the need** (maximum 250 words)?

The TAW program prepares at-risk youth to become self-sufficient, productive citizens by providing the guidance, real world knowledge and experience they need to prepare for adulthood. Youth receive training in the following areas:

Work Ethics –Teaches the standards of working, the expectations of an employer and how to maintain and excel in the position. This course covers attendance, performance, time management, confidentiality, reviews and promotions, resigning and terminations.

Effective Communication Skills –Teaches how to effectively communicate in a working environment and the effects of a negative and positive attitude. This course covers verbal communication, nonverbal communication, and listening skills.

Resume Writing –Teaches how to create a winning resume, a cover letter, and a thank you letter.

Interviewing Techniques –Teaches the basic tools needed when interviewing for a position. This course covers attire, demeanor, and behavioral interview questions.

Customer Service Skills –Teaches the importance of customer service within a business and the skills needed to obtain a position in a customer service environment. This course covers standards for customer service, holding procedure, transferring procedures, defusing angry customers and ending calls.

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Professionalism –Teaches the attributes and social skills needed when working in a professional environment. This course covers self-image, creating an image, body language, attire, and gestures.

Character Development –Teaches the qualities of good character and how to become that person. This course covers trustworthiness, respect, responsibility, fairness, and being a team player.

Money Management –Teaches the importance of money management, which includes budgeting, establishing financial goals, understanding credit cards, and savings.

c. **Where will this program/project take place** (maximum 250 words)?

The program will take place at the Dallas County Detention Center afterschool, and at the DRC location for students completing the GED program.

d. **What is the program/project target population** (maximum 250 words)?

The target population is 100 youth ages 14-17 year olds from the Detention Center, START, RDT, and DRC program.

Teens at Work teaches students about the options of education. We realize that every youth that comes through our program will not go to college. Those that have the potential are encouraged to do so and assisted with the application, interview and financial aid processes. When college is not a choice or an option for participants, they still have a need to become gainfully employed. With this awareness, we teach participants about the importance of being skilled in a specific trade or industry. Our career development training expose participants to opportunities to attend trade schools or community college for a particular field and certification.

Once the students have successfully completed the program portion, they are provided with job placement assistance. For those that are 16-17, we assist with permanent part-time or summer employment. And for those 18 and above we provide job leads. The employment assistance is with other nonprofit organizations and/or local small businesses. This ensures that students are continuing to give back to the community by helping other nonprofit organizations fulfill their missions, and by working with local small businesses that need assistance to grow. Supporting small businesses in the community helps ensure their viability as a future employment resource. It also provides a great opportunity for youth with limited work experience and skills to enter the workforce.

Dallas County Juvenile Department



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e. **Expected number of unduplicated program beneficiaries:**

Succeeding at Work proposes to provide the Teens at Work program to 100 youth. Class will be available one day per week Monday – Thursday as an afterschool program for students at the Dallas County Detention Center. Class will also be available during the day (afterschool) for and estimated 20 DRC students. Classes will be facilitated over an consecutive eight week period for 1.30 per class.

f. **Who are the key individuals implementing this program and what are their qualifications (maximum 250 words)?**

Succeeding at Work (SAW), a 501(c)(3) organization, was founded in 2003 by Shireal Martin, Executive Director. Mrs. Martin has spent 14 years in Corporate America managing and leading various work groups in the field of banking, where she managed 4.2 billion dollars per day. She has 22 years of leadership and management experience, holds a Bachelors degree in Business Management from LeTourneau University and will complete a Masters Degree in Professional Development – Counseling in May 2017 from Dallas Baptist University.

FT- Instructor/ Job Placement Recruiter - Lillie Turman has over 20 years of teaching experience and eight years of experience with job placement assistance.

FT –Volunteer/Service-Learning Coordinator - Tammie Black has a Bachelor Degree in Human Service Leadership Management with nine years of experience working with youth.

SAW has 12 additional volunteers that help to make Succeeding at Work a success.

Succeeding at Work staff also participate in at least 14 hours of continuing education annually.

g. **Please provide a brief summary of the intended purpose for this grant (No more than 4 sentences).**

Succeeding at Work is dedicated to inspiring, supporting, and nurturing, personal responsibility, and leadership development in youth. Our programs expand the choices and opportunities for youth and adults by addressing their needs and challenges with the workforce. The Teens at Work program provides a curriculum and learning environment where students feel challenged, respected, and accountable as they strive to meet the demands of adulthood. We believe that by providing clients



with positive choices and educational opportunities they will have an opportunity for a brighter future.

IV. Project Evaluation

a. What are the program/project objectives?

Our Teens at Work program prepares at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for 300 youth ages 14-17 annually.

The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders. Teens at Work Program promotes education and continued learning throughout life. We motivate youth to reach their greatest level of potential, by building relationships that encourage growth and development.

Our program gives teens a realistic view of work and provides them with the necessary skills and workplace ethics to successfully maintain employment. All of our classes are hands on, in-depth, and interactive with the student. They have an opportunity to role play and look at life and business from an adult and employer perspective.

We offer continued work place mentoring after completion of the program through providing our students a resource for problem solving. This continued mentoring gives the teens a resource for effective ways to deal with work place issues. We continue to mentor our students after completion the program by providing opportunities for employment assistance.

At the completion of the curricula students receive a Teens at Work Certificate of Completion.

b. What are the program/project goals?

This program will be considered successful if the following criteria's are met: 85% of the youth in the program:

- o Continue or Graduate High School
- o Enroll in College
- o Enroll in a Trade



- o Enter the Workforce
- c. **List the output measures.** (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

We are committed to ensuring that the highest level of quality is given to learning and comprehension. The program is measured through a pre-survey and post-survey. Students are also given a quiz at the end of each class to determine their comprehension and retention of the material taught.

The outcome measures are as follows:

- 90% of program participants complete the Curricula Activities
- 85% of the students will complete the program
- 90% will be able to complete job applications
- 90% will be able to develop a professional resume
- 90% will be able to interview with an employer
- 90% will be able to utilize training to secure employment
- 90% will obtain leadership knowledge
- 85% complete the post survey

Teens at Work teaches Leadership Skills, Character Development, Work Ethics, and Professionalism. These skills transform individuals into LEADERS on the job.

Our Teens at Work program is designed to give all students the tools they need to become successful in the workplace. Each course is designed to provide the necessary tools for becoming the next generation of dependable and responsible employees, employers, and leaders. Whether it's after, during or before college, they are prepared and ready to begin a successful life working.

- d. **List the expected outcome measures.** These are the benefits, impact or changes in behavior after program activities are completed.

The outcomes for the Teens at Work program are:

- Reduction in violence, crime, and arrest rates

Dallas County Juvenile Department



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- Reduction in the number of disciplinary actions, suspensions, expulsions in school, district, or locally
 - Decrease in the behaviors that contribute to injury and violence
 - Development of skills and behaviors that lead to healthier lifestyle choices
 - Increase in other protective behaviors
 - Increase graduation and/or GED completion rate
- e. **Evaluation methodology** (what data will be collected and how).

Succeeding at Work utilizes the following evaluation method with its Teens at Work program:

- Quiz - student receive a quiz at the end of each course. The quiz is to determine their comprehension and retention of the material taught.
- Post-survey - is administered at the end of each eight week curriculum session. The post-survey consist of work place questions to evaluate the students work place knowledge after participating in the Teens at Work program.

V. Budget Estimate

- a. List other funding sources or proposed funding sources for this project.

Succeeding at Work has secured thirty-seven percent (35%) of the budget for this project.

Funding Sources	Amount
Dallas County Juvenile Department -Juror Fund Grant (DCJD)	40,000.00
Succeeding at Work (SAW)	20,000.00
Home Depot -In Kind Donation	2,000.00
Total	\$62,000.00

Dallas County Juvenile Department



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b. Please provide a line item budget for this proposed project.

Item	Amount	Source
Instructors	\$20,000.00	DCJD
Curriculum	\$2,191.00	DCJD
Supplies & Materials	\$3,600.00	DCJD
Printing & Copying	\$3,000.00	SAW
Bags, t-shirts, pens, etc.	\$2,000.00	SAW
Food	\$4,640.00	DCJD
Service-Learning Project Supplies & Material	\$3,000.00	SAW
Exposure Visit	\$2,000.00	DCJD
Graduation	\$1,500.00	DCJD
Post Release Services -Ten Weeks	\$14,000.00	SAW
Facility & Telephone	\$6,069.00	DCJD
Total Cost	\$62,000.00	

c. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project (maximum 250 words).

Item	Description	Amount	Source
Instructors	Responsible for the direct delivery of services offered to clients through weekly instructional teaching, administering student testing, schedule classes and students for the program. Inclusive of unrestricted funds.	\$20,000.00	DCJD
Curriculum	Teens at Work provides a curriculum based program to all youth participating in the program @ a cost of \$21.91 per participant. The curriculum includes a workbook, teaching modules, and other related material. \$21.91 x 100 clients = \$2,191.00	\$2,191.00	DCJD
Supplies & Materials	Supplies used for the delivery of the program to include pens, pencils, file folders, paper clips and other related program items necessary to perform with efficiency. \$3,600.00/12=\$300.00	\$3,600.00	DCJD
Printing & Copying	Paper and ink used to prepare and distribute materials.	\$3,000.00	SAW
Bags & T-Shirts	Bags, t-shirts, etc.	\$2,000.00	SAW

Dallas County Juvenile Department



Putting Youth First

Food	This is for snacks for the program and lunch for service-learning projects, and college tours.	\$4,640.00	DCJD
Service-Learning Project Supplies & Material	Material and supplies needed to participate in service-learning project: gloves, protective eye wear, etc.	\$3,000.00	Home Depot
Exposure Visit	College tour's and museum visit's.	\$2,000.00	DCJD
Graduation	Graduation Ceremony, certificates, food, drinks, and supplies (plates, cups, napkins, utensils).	\$1,500.00	DCJD
Post Release Services – Six Weeks	Post release services of: follow-up mentoring, volunteer assistance, and job placement assistance.	\$14,000.00	SAW
Facility & Telephone	This is 24% of Teens at Work administrative expense used for the delivery of program. This expense includes space to facilitate TAW program once released, participant record keeping, space for instructor to manage program inclusive of utilities. $\$445.75 \times 12\text{months} = \$5,349.00$ + Telephone $\$720.00$ ($\$60.00 \times 12 = \720.00)	\$6,069.00	DCJD
Total Cost		\$62,000.00	

Application Completed By:	
Print Name: Shireal Martin	Title: Executive Director
Signature: 	Date: (mm/dd/yyyy) August 9, 2016

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/departments/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.

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: Succeeding at Work

Shirley M. A.
Signature, Authorized Representative of Contractor

08-24-14
Date

Executive Director
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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Succeeding at Work
Dallas, TX United States

Certificate Number:
2016-103696

Date Filed:
08/24/2016

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

Date Acknowledged:

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-10
Teens at Work Program

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



Lillie Mae Turman
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 24th day of August, 2016, to certify which, witness my hand and seal of office.

Lillie Mae Turman Lillie Mae Turman 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: September 26, 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 26th day of September 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, at its September 19, 2016, Board meeting, the Youth Services Advisory Board approved to recommend a juror fund allocation of \$35,000 to Big Thought to provide art education to youth residing in Dallas County Juvenile Department institutions, Evening Reporting Center and to Creative Solutions summer program alumni. For FY2016, Big Thought received a juror fund allocation of \$26,000 to provide art education to the youth population listed above. This funding will allow Big Thought to continue their work with Dallas County Juvenile Department institutions, Evening Reporting Center and with Creative Solutions summer program alumni in FY17; and

WHEREAS, through the programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them while building skills for future success in education and career. Funding will support direct costs for the programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artists fees; and

WHEREAS, the purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by Big Thought will occur at the Evening Reporting Center, Letot Center, Letot RTC and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming. The Creative Solutions Alumni community programming will take place at a variety of locations including Big Thought offices, performance venues, and museums; and

WHEREAS, administrative management of the juror funded programs and projects has been facilitated by YSAB with the assistance of the Grant Services unit of the Dallas County Juvenile Department. Grant Services will administer/monitor the Memorandum of Understanding and review the

program and evaluate its effectiveness. 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, all initiatives identified in this request are supported by the Juror Fund. Total payment for FY2017 will not exceed thirty-five thousand dollars (\$35,000.00). Payment will be four quarterly installments of eight thousand seven hundred fifty dollars (\$8,750) each. This information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department Budget Manager; and

WHEREAS, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in their attached application for the funded program/service; 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 utilizing community resources; and

WHEREAS, this agreement is effective from October 1, 2016 to September 30, 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Juvenile Board approves the Memorandum of Understanding with Big Thought, and authorize the Chairman to execute Big Thought related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of September, 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: September 26, 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 26th day of September 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,** at its September 19, 2016, Board meeting, the Youth Services Advisory Board approved to recommend a juror fund allocation of \$40,000 to provide school support services to increase school attendance for youth participating in the Diversion Male Court program. In July 2015, AIM, LLC received a juror fund allocation of \$40,000 to serve 50 students for Fiscal Year 2016. This funding will allow AIM to continue their work with the Diversion Male Court in FY17; and
- WHEREAS,** AIM, LLC provides case management and mentoring services specifically for encouraging school attendance and reducing the achievement gap. AIM, LLC monitors, mentors, and advocates for justice involved youth to attend school and increase academic competencies. AIM, LLC will provide a turn-key case management solution for virtual mentoring and monitoring for 50 students, a dedicated case manager, utilization of AIM, LLC's proprietary software system and database, customize reporting, morning wake-up calls/text messages, and live mentoring calls. AIM, LLC will work with up to 50 youth that are participants in the Diversion Male Court; and
- WHEREAS,** the Juvenile Department requests authorization to execute the attached Memorandum of Understanding; and
- WHEREAS,** the services provided by AIM, LLC will occur at the Henry Wade Juvenile Justice Center and at the student's school. Service delivery will be coordinated by Juvenile Department staff for youth who are participating in the Diversion Male Court; and
- WHEREAS,** administrative management of the juror funded programs and projects have been facilitated by YSAB with the assistance of the Grant Services division of the Dallas County Juvenile Department. Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. 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, Dallas County Juvenile Department agrees to allocate funds no to exceed the amount of \$40,000.00 from its Juror Funds to support the AIM, LLC and Diversion Male Court. Total payment for FY2017 will not exceed forty thousand dollars (\$40,000.00). Payment will be based on "per youth" allotment of eight hundred dollars (\$800.00) per youth not to exceed fifty (50) youth for a total of forty thousand dollars (\$40,000). This information has been reviewed by Ms. Carmen Williams, Juvenile Department Budget Manager; and

WHEREAS, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in the attached application for the funded program/service; 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 utilizing community resources; and

WHEREAS, this agreement is for October 1, 2016, to September 30, 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Memorandum of Understanding with AIM, LLC., and authorize the Chairman to execute related Aim documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of September, 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: September 26, 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 26th day of September 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, at its September 19, 2016, Board meeting, the Youth Services Advisory Board approved to recommend a juror fund allocation of \$40,000 to Succeeding at Work to provide vocational and job readiness programming to youth residing in Dallas County Juvenile Department institutions and students of the Academy for Academic Excellence. In July 2015, Succeeding at Work received a juror fund allocation of \$40,000 to provide the services listed above for FY2016. This funding will allow Succeeding at work to continue their work with Dallas County Juvenile Department institutions and the Academy for Academic Excellence in FY17; and

WHEREAS, the program provides education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center (including the Residential Drug Treatment Program and START Program), students at the Day Reporting Center and students in the GED program. The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders; and

WHEREAS, the Juvenile Department requests authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by Succeeding at Work will occur on the Day Reporting Center campus and at the Dr. Jerome McNeil Juvenile Detention Center. Service delivery will be coordinated by Juvenile Department staff as part of regular programming; and

WHEREAS, administrative management of the juror funded programs and projects has been facilitated by YSAB with the assistance of the Grant Services unit of the Dallas County Juvenile Department. Grant Services will administer/monitor the Memorandum of Understanding and review the program and evaluate its effectiveness. 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, all initiatives identified in this request are supported by the Juror Fund. Total payment for FY2017 will not exceed forty thousand dollars (\$40,000.00). Payments will be four quarterly installments of ten thousand dollars (\$10,000.00) each. This information has been reviewed by Carmen Williams, Budget Manager; and

WHEREAS, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor, Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes as outlined in their attached application for the funded program/service; 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 utilizing community resources; and

WHEREAS, this agreement is effective October 1, 2016, to September 30, 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Memorandum of Understanding with Succeeding at Work, and authorize the Chairman to execute Succeeding at Work related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of September, 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: September 26, 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 26th day of September 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, at its September 19, 2016, Board meeting, the Youth Services Advisory Board approved to recommend a juror fund allocation of \$32,000 for Dallas County’s Holiday Programs. The Dallas County Holiday programs will foster pro-social behavior with youth in Department programs during the holiday season. In 2015, 871 youth, either in a probation program, specialty probation programs or residing in a pre and post adjudicated facility, benefitted from much needed assistance during the holiday season. Probation and institutional programs, along with the food bank, within the Dallas County Juvenile Department will use this funding for holiday programs. Funding will be used to purchase gifts and other needed holiday items, as well as bulk food purchases for the food bank; and

WHEREAS, the current requests will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and

WHEREAS, the current request complies with Dallas County’s Strategic Plan, as evidenced by Vision 3: Dallas County is safe, secured, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and utilizing community resources; and

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

WHEREAS, all initiatives related to this request will be supported by the Juror Fund. The holiday program will receive \$32,000. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and

WHEREAS, each program presented specific anticipated performance measures in its initial application. An annual performance measure report will be submitted to the Youth Services Advisory Board.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Juvenile Board approve the Youth Services Advisory Board's recommendation for the Holiday Programs' juror fund allocation for FY2017 in the amount of \$32,000.

DONE IN OPEN BOARD MEETING this 26th day of September, 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: September 26, 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 26th day of September 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, at its September 19, 2016, Board meeting, the Youth Services Advisory Board approved to recommend an amendment to the original Juror Fund Informational Video allocation. On September 21, 2015, the Youth Services Advisory Board approved Dallas County Juvenile Department’s request to create an informational video for jurors about how funds are used and to thank jurors for their donations. The Department utilized a professional production company, Channel Three Productions, to create a video highlighting programs and services that YSAB approves to receive juror funds. In FY16, unexpected and additional costs were incurred during the production process, such as video re-shoots with Judge Miller and County Commissioners, Editing Revisions, DVD Authoring, and shipping. If approved, payment will be made in FY17; and

WHEREAS, the current requests will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and

WHEREAS, the current request complies with Dallas County’s Strategic Plan, as evidenced by Vision 3: Dallas County is safe, secured, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and utilizing community resources; and

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

WHEREAS, all initiatives related to this request will be supported by the Juror Fund. The Juror Fund Informational Video will receive \$390. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Juvenile Board approve the Youth Services Advisory Board's recommendation of amending the original Juror Fund Information Video in the amount of \$390.

DONE IN OPEN BOARD MEETING this 26th day of September, 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

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Request to Rollover Fiscal Year 2016 Juror Fund allocations to Fiscal Year 2017

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem to Dallas County. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant and Budget Services divisions of the Dallas County Juvenile Department. Throughout 2016, the Dallas County Juvenile Board approved programs serving youth involved with the Dallas County Juvenile Department to receive funding from the Juror Fund. The following programs will be unable to spend all of their allocation by the end of the fiscal year:

Awardee	Remaining Balance
Black History Committee	\$6,048.39
Crane Memorial Emergency Fund	\$12,867.22
Detention Honors Program	\$10,254
Diversion Male Court	\$4,180.88
Drug Court Diversionary Program	\$7,477.09
ESTEEM Court	\$7,354.95
Evening Reporting Center	\$10,693.65
GED Testing & Program Supplies	\$7,288.42
Girl Services Committee	\$4,671.72
Hill Center Incentive Program	\$4,441.85
Hispanic Committee	\$7,850
Incentives Project	\$15,257
Letot Cultural Enrichment Program	\$6,110.37
Letot RTC	\$10,356.71
Mental Health Court	\$5,954.54
Residential Drug Treatment Program	\$6,883.82
START Program	\$6,201.84
Substance Abuse Unit	\$2,267.37
Youthful Offenders Court	\$3,534.02
Youth Village/Medlock's Honor Prog.	\$4,390.08
TOTAL	\$144,083.92

The purpose of this brief is to approve the request to rollover the remaining FY2016 Juror Fund allocations to FY2017, so the programs can continue to provide services to youth and their families, with the anticipation that these programs will reapply for juror funds at the November 2016 Youth Services Advisory Board meeting.

Impact on Operations and Maintenance:

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

Strategic Plan Compliance:

This request complies with Vision 1: Dallas is operationally a model governmental entity by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system, while utilizing community support to assist in funding juvenile department programs.

Legal Information:

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

Financial Impact/Considerations:

Due to the extension of funds, internal programs did not have the complete fiscal year to spend all allocated funds. The remaining balance listed above is approximately \$144,083.92. To correct this issue, funds will be rolled-over to the next fiscal year. Funds that are not spent by the listed programs before their November reapplication date will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs. Starting September 1, 2017 all programs will be required to re-apply for funding before the fiscal year 2018 begins. The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Performance Impact Measures:

Each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure reports to the Youth Services Advisory Board. Performance measures for FY2016 will be reviewed at the November 2016 YSAB meeting.

Project Schedule/Implementation:

Funds that are not spent by the programs listed above before their November reapplication date will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the request to rollover the remaining FY2016 Juror Fund allocations to FY2017, beginning October 1, 2016.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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 Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem to Dallas County. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant and Budget Services divisions of the Dallas County Juvenile Department; and

WHEREAS, throughout 2016, the Dallas County Juvenile Board approved programs serving youth involved with the Dallas County Juvenile Department to receive funding from the Juror Fund. The following programs will be unable to spend all of their allocation by the end of the fiscal year; and

Awardee	Remaining Balance
Black History Committee	\$6,048.39
Crane Memorial Emergency Fund	\$12,867.22
Detention Honors Program	\$10,254
Diversion Male Court	\$4,180.88
Drug Court Diversionary Program	\$7,477.09
ESTEEM Court	\$7,354.95
Evening Reporting Center	\$10,693.65
GED Testing & Program Supplies	\$7,288.42
Girl Services Committee	\$4,671.72
Hill Center Incentive Program	\$4,441.85
Hispanic Committee	\$7,850
Incentives Project	\$15,257
Letot Cultural Enrichment Program	\$6,110.37
Letot RTC	\$10,356.71
Mental Health Court	\$5,954.54
Residential Drug Treatment Program	\$6,883.82
START Program	\$6,201.84
Substance Abuse Unit	\$2,267.37
Youthful Offenders Court	\$3,534.02
Youth Village/Medlock's Honor Prog.	\$4,390.08
TOTAL	\$144,083.92

- WHEREAS,** the Juvenile Department recommend the rollover of the remaining FY2016 Juror Fund allocations to FY2017, so the programs can continue to provide services to youth and their families, with the anticipation that these programs will reapply for juror funds at the November 2016 Youth Services Advisory Board meeting; and
- WHEREAS,** requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and
- WHEREAS,** this request complies with Vision 1: Dallas is operationally a model governmental entity by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system, while utilizing community support to assist in funding juvenile department programs; and
- WHEREAS,** the Juvenile Department does not anticipate any legal impacts regarding this request; and
- WHEREAS,** due to the extension of funds, internal programs did not have the complete fiscal year to spend all allocated funds. The remaining balance listed above is approximately \$144,083.92. To correct this issue, funds will be rolled-over to the next fiscal year. Funds that are not spent by the listed programs before their November reapplication date will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs. Starting September 1, 2017 all programs will be required to re-apply for funding before the fiscal year 2018 begins. The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and
- WHEREAS,** each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure reports to the Youth Services Advisory Board. Performance measures for FY2016 will be reviewed at the November 2016 YSAB meeting; and
- WHEREAS,** funds that are not spent by the programs listed above before their November reapplication date will be reallocated into the juror fund for future use by YSAB recommended and/or approved programs.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the request to rollover the remaining FY2016 Juror Fund allocations to FY2017, beginning October 1, 2016.

DONE IN OPEN BOARD MEETING this 26th day of September, 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: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Management Training for Juvenile Department WordSmooth Fiscal Year 2017

Background of Issue:

The Dallas County Juvenile Department is committed to ensuring that its staff, including those in managerial positions, is provided with quality professional development opportunities. This is seen as being important to ensuring that quality leadership occurs, including an emphasis on training opportunities that enable staff to change their way of thinking while highlighting and empowering staff to achieve the mission of the Juvenile Department, which is to assist referred youth in becoming productive, law abiding citizens while promoting public safety and victim restoration.

The Juvenile Department has been active in empowering staff with a variety of training opportunities. The purpose of the current briefing is to request authorization for the Juvenile Department to contract with WordSmooth to provide training which will aid the Juvenile Department in reinforcing values and maximizing the benefits of its diversity, and addressing a wide range of diversity-related challenges.

A successful diversity effort is multi-layered and ongoing. When learning sessions are followed with evaluation to inform continuous improvement, a comprehensive approach to diversity education can transform employee reaction from questioning and resistance to curiosity, interest, and confidence. While WordSmooth always measures learning, the measurement is more effective when stakeholder-developed measurements are infused into the organization's employee evaluation processes so that employees are held accountable for using what they have learned (WordSmooth).

Impact on Operations and Maintenance:

The current request is identified as a means of potentially improving productivity, services, and supervision by providing staff with strategies to increase respect and loyalty to others, to improve effective communication with others, to identify the steps for delegating effectively, to assist in differentiating between management and leadership, as well as to identify an ethical decision-making model and diversity-related challenges.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County *is safe, secured, and prepared* as denoted by the following indicators: leverage impact in the County by implementing best practices and evaluate allocation of adult and juvenile justice resources around Dallas County.

Legal Information:

The management training contract for the Juvenile Department WordSmooth has been sent to the Department's Administrative Legal Advisor for review and approval. Ms. Denika Caruthers has approved this contract as to form.

*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

Financial Impact/Considerations:

Payment for staff to participate in this intensive training program is \$12,850.00, which includes a book and all training materials. Funds for the training will come from 120-5110-5590 – General Fund’s Other Professional Services. These funds were approved and authorized by Ms. Carmen Williams- Budget Manager. Below is the listing of specific services:

Items needed for Teacher, Probation Officers and Caseworkers:

75 Navigating Diversity books @ \$13	\$975.00
Customization of Mind Flex (4 hrs.) and ACE-ing Conflict (6 hrs.) @ \$75.00/hr.	\$750.00

Teachers Learning

One off-site teacher focus group with summary report. (Cap of 60 employees)	\$900.00
One Full Day teacher learning session:	
First Impressions	\$900.00
Mind Flex	\$900.00
ACE-ing Conflict	\$900.00

Valuing All Voices Programming

Consultation with leadership to implement the Value ALL Voices Sessions: 15 hours (three consultants @ \$75/hour)	\$1,125.00
Valuing All Voices Session ONE: Three-Hour program with an 8-member facilitator team coordinating 160 front line and leadership employees in small groups on October 11, 2016	\$3,200.00
Valuing ALL Voices Session TWO: Three-hour program with an 8-member facilitator team coordinating 160 front line and leadership employees in small groups on October 14, 2016	\$3,200.00

TOTAL ESTIMATE: \$12,850.00

Performance Impact Measures:

WordSmooth believes strongly in measuring performance. Learning session participants complete an online survey two to four weeks after attending a learning session. The survey measures participant learning and their implementation of what they learned. Results reported anonymously by past participants are very positive:

- 94% say their awareness was increased of any tendencies they have to make assumptions.
- 95% say they learned new information and skills for becoming more mentally flexible.
- 94% say they learned information they can use in their work environment.
- 78% say they have already used something they learned at the session at work or elsewhere.
- 98% say that presenter Jeanae Beal is effective.

Project Schedule/Implementation:

WordSmooth will be implemented upon the review and approval of the Juvenile Board.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to authorize the Juvenile Department to amend the current contract with WordSmooth to provide training which will aid the Juvenile Department in reinforcing values and maximizing the benefits of its diversity and addressing a wide range of diversity-related challenges.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx

DATE: September 26, 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 26th day of September 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 Department is committed to ensuring that its staff, including those in managerial positions, is provided with quality professional development opportunities, to ensure quality leadership that empowers staff to achieve the mission of the Department; and

WHEREAS, the Department wants to contract with WordSmooth to provide training to aid the Department to reinforce value and maximize the benefits of its diversity and to address a wide range of diversity-related challenges; and

WHEREAS, this request is a means of potentially improving productivity, services, and supervision by providing staff with strategies to increase respect and loyalty toward others, to improve effective communication with others, to identify the steps for delegating effectively, and to assist in differentiating between management and leadership, as well as to identify an ethical decision-making model; and

WHEREAS, because WordSmooth believes strongly in measuring performance, learning session participants complete an online survey two to four weeks after attending a learning session to measure participant learning and their implementation of what they learned; and

WHEREAS, cost for staff to participate in this intensive training program is \$12,850.00, which includes a book and all training materials; and

WHEREAS, funds for the training will come from budget line item # 120-5110-5590 – General Fund’s Other Professional Services, and these funds were approved and authorized by Ms. Carmen Williams, Supervisor of Budget Services; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's request to authorize for the Department to contract with WordSmooth to provide training to aid the Department to reinforce values and maximize the benefits of its diversity and address a wide range of diversity-related challenges. It is further recommended that the Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of September, 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 _ abstained.

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: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Amendment of the Agreement with WordSmooth Management Training for Juvenile Department

Background of Issue:

The Dallas County Juvenile Department entered into an agreement with WordSmooth on October 26, 2015, Court Order #2015-132, to provide quality professional development opportunities for current staff. This is seen as being important to ensuring that quality leadership occurs, including an emphasis on training opportunities that enable staff to change their way of thinking while highlighting empowering staff to achieve the mission of the Juvenile Department, which is to assist referred youth in becoming productive, law abiding citizens while promoting public safety and victim restoration.

The Juvenile Department has been active in empowering staff with a variety of training opportunities. The purpose of the briefing is to request amendment to the current contract to pay for services rendered during the July, August, and September 2016 sessions, which will aid the Juvenile Department reinforcing value and maximize the benefits of its diversity and address a wide range of diversity-related challenges.

Impact on Operations and Maintenance:

The current request is identified as a means of potentially improving productivity, services, and supervision by providing staff with strategies to increase respect and loyalty with others, to improve effective communication with others, to identify the steps for delegating effectively, to assist in differentiating between management and leadership, as well as to identify an ethical decision-making model and diversity related challenges.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County *is safe, secured, and prepared* as denoted by the following indicators: leverage impact in the County by implementing best practices and evaluate allocation of adult and juvenile justice resources around Dallas County.

Legal Information:

The management training contract for the Juvenile Department-WordSmooth has been sent to the Department's Administrative Legal Advisor for review and approval. Ms. Denika Caruthers has approved this contract as to form.

Amendment of the Agreement with WordSmooth Management Training for Juvenile Department
Page 2

Financial Impact/Considerations:

Due to the unforeseen need for additional sessions based on demand to fully implement strategies to the department, an amendment is needed to keep the Department in line with goals. The additional sessions needed include one Consultation with Leadership, First Impressions, Mind Flex and two hours of Customization of Mind Flex and ACE-ing Conflict.

Below is the listing of specific services:

Items needed for Teacher, Probation Officers and Caseworkers:

Two Customization of Mind Flex and ACE-ing Conflict @ \$75.00/hr.	\$150.00
One Consultation with Leadership	\$75.00
One First Impressions	\$850.00
One Mind Flex @ \$850 each	\$850.00

Based on the Court Ordered Contract, the remaining funds available include two ACE-ing Conflict, One-reinforcement email, program evaluation and reporting, and one Customization of modules to mesh with DCJD culture. Additional payments will add \$1,925 to the current contract bringing the total contract cost to \$17,275.00. Funds for the training will come from 120-5110-5590 – General Fund’s Other Professional Services. These funds were approved and authorized by Ms. Carmen Williams- Budget Manager.

Performance Impact Measures:

WordSmooth believes strongly in measuring performance. Learning session participants complete an online survey two to four weeks after attending a learning session. The survey measures participant learning and their implementation of what they learned. Results reported anonymously by participants are very positive:

- 94% say their awareness was increased of any tendencies they have to make assumptions.
- 95% say they learned new information and skills for becoming more mentally flexible.
- 94% say they learned information they can use in their work environment.
- 78% say they have already used something they learned at the session at work or elsewhere.
- 98% say that presenter Jeanae Beal is effective.

Project Schedule/Implementation:

WordSmooth will be implemented upon the review and approval of the Juvenile Board.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department’s request to authorize for the Juvenile Department to amend the current contract with WordSmooth to provide training which will aid the Juvenile Department reinforcing values and maximize the benefits of its diversity and address a wide range of diversity-related challenges. To approve the additional payment of \$1,925.00

Recommended by:



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



*"Sow, Cultivate and Harvest Your
Organization's Full Potential"*

***Additional Sessions Proposal
prepared for the
Dallas County Juvenile Department***

August 20, 2016

From

WordSmooth 

www.wordsmooth.com

info@wordsmooth.com

8235 Hunnicut Rd.

Dallas, Texas 75228

214-367-7513

Introduction

Poet Audre Lourde said, **“It is not our differences that divide us. It is our inability to recognize, accept, and celebrate those differences.”** As the North Texas region grows increasingly diverse, many individuals continue to struggle to bridge our differences in order to live and work productively together. As a result, individuals and organizations often fall short of realizing their full potential and fulfilling their missions.

Harvesting an Organization's Full Potential

The response to the growing scope of human differences in recent years has been ‘diversity training.’ To be sure, the focus on differences has been and still is necessary. At the same time, some groups have felt left out of the diversity conversation. The Socha learning series is designed to ensure that all groups and all people feel important, respected, and fully engaged.



Through a range of engaging learning opportunities, organizations are encouraged not just to create an atmosphere that accepts differences, but to seek out ways to Sow, Cultivate and Harvest the seeds of potential in each and every organization stakeholder. Yet creating such a nurturing community is easier said than done. The challenges can be daunting. Consider that:

- Stakeholders may not be conscious of their own behaviors that judge or exclude certain groups or members of groups, and may not explore their own prejudices because exploring them would cause discomfort.
- Stakeholders may not be aware of or able to accurately distinguish between cultural norms and stereotypes.
- Stakeholders may resist the goal of every individual reaching his or her potential for fear of having to make personal sacrifices or change deeply held values.
- Organizations don't have the time or skill to move from tolerating differences to an effort that holds people accountable to fully value and respect everyone.

Organizational Background and Philosophy

After a 14-year career with the Greater Dallas Community Relations Commission working to improve race relations and multi-cultural understanding, Patty Bates-Ballard formed WordSmooth when she became the mother of a child with disabilities. She combined her writing and diversity experience to form an inclusive communications company specializing in communications and diversity services for non-profit, healthcare, educational, and governmental organizations. WordSmooth is certified as a Woman-Owned Business Enterprise with the North Central Texas Regional Certification Agency, Affidavit # 18659.

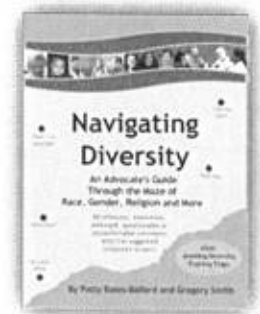
Patty Bates-Ballard and Jeanae Beal have collaborated since 2001 to develop the diversity learning program called Socha. Additional presenters from diverse backgrounds also are available as needed, and have contributed to the program content. Designed to maximize respect for and engage all employees, the Socha program helps organizations *SOW, Cultivate and HARvest* their full potential. It provides the tools needed to assist an organization value and maximize the benefits of its diversity and address a wide range of diversity-related challenges.

The WordSmooth organization possesses a number of assets:

- **Length of Experience.** WordSmooth Socha consultants for this project have a combined 45+ years experience developing and delivering diversity education in North Texas.
- **Inclusive Philosophy.** When they hear the word diversity, many people think “race” and “gender” and stop. The Socha program takes special care to emphasize the full range of ways that people vary one from another, stressing that everyone is included. We also take special care to avoid any suggestion of blame, and instead focus on joint responsibility and benefits. People actually enjoy the programs!
- **Wealth of Content.** The Socha program meets both effectiveness and diversity education objectives. The Socha approach allows organizations to offer their workforce the best wisdom of decades of management and effectiveness research in a digestible and engaging format infused with a deep respect for diversity. Organizations wishing to go further with diversity learning also have additional options.
- **Full Regard.** Many people who want to value diversity mistakenly believe that they should be “color blind.” Since human beings do notice differences, the difficulty of achieving this goal can cause discomfort. In order to Sow, Cultivate and Harvest each individual’s full potential, it is important relinquish the need to be “color (or culture) blind.” Instead, the goal is ***full regard and respect for differences***.
- **Range of Experience.** WordSmooth Socha consultants have a broad range of experience working with corporations, businesses, community, and religious groups, with a special emphasis on educational, healthcare, and governmental organizations. WordSmooth brings thousands of hours of learning session delivery and organizational consultation, as well experience with community building, dialogue, and advocacy for change.

- **Community Involvement.** WordSmooth's Socha consultants represent a history of working to improve the community, and have looked to a broad range of community representatives for input into the program. The reputation is one of informed change agents who promote the dignity and value of each and every person. Successful advocacy on affirmative action, police community relations, hate crimes, and racial profiling legislation demonstrates a commitment to walking the talk.

In 2008, Patty Bates-Ballard and Gregory Smith co-authored the book *Navigating Diversity: An Advocate's Guide Through the Maze of Race, Gender, Religion and More*. The book provides a step-by-step process for responding to awkward and insensitive comments, and serves as a companion to the Socha learning session "ACE-ing Conflict."



Dr. Julianne Malveaux, Former President of Bennett College for Women and preeminent speaker on race and culture, has praised *Navigating Diversity*: "Kudos to Patty Bates-Ballard and Gregory Smith for helping all of us navigate diversity matters. Using comments ripped from the headlines, pulled from diversity training, and repeated at the water cooler, Bates-Ballard and Smith offer multiple ways we can all deal with comments that are offensive or insensitive. With their open and balanced approach, their humor, and their admonition that we should all model the respect we want to receive, *Navigating Diversity* is an important tool for diversity advocates and for others. No matter how experienced the diversity advocate or leader, there is something to learn from this book."

Socha clients over the last 10 years have included:

- Dallas Police Department Academy
- Irving Police Department Academy
- Lancaster Police Department
- Texas Youth Commission Cottrell House
- Institute for Law Enforcement Administration
- Baylor University Medical Center
- Legal Services of North Texas
- Dallas Housing Authority
- Dallas Academy
- Duncanville ISD
- Garland ISD
- Frisco ISD
- Arlington ISD
- McKinney ISD
- Mesquite ISD
- Birdville ISD
- Crandall ISD
- Girls, Inc.



Diversity Program Outcomes

WordSmooth believes strongly in measuring performance. Learning session participants complete an online survey two to four weeks after attending a learning session. The survey measures participant learning and their implementation of what they learned. Results reported anonymously by participants are very positive:

- 94% say their awareness was increased of any tendencies they have to make assumptions.
- 95% say they learned new information and skills for becoming more mentally flexible.
- 94% say they learned information they can use in their work environment.
- 78% say they have already used something they learned at the session at work or elsewhere.
- 98% say that presenter Jeanae Beal is effective.

Survey comments also are very positive:

"At work and working with families, you tend to use isms. In my mind I remembered this course and it allowed me to open up to the parents and show there were no stereotypical judgments made. In one instance, a previous teacher of a student was informing me of "how awful the child was and the parents were even worse." I loved being able to tell her I was going to give them a fair chance. Turns out the child is doing great in my class and the parents love me! Elsewhere, I started to make an assumption (ism) at the grocery store and was reminded of my training... I LOVED the diversity training! Thank you."

"I was working with a student who appeared defiant. When I chose to look at the situation from a different angle, I learned that he was actually very lonely and longed for friends but did not know how to make them."

"Choosing to see problems as "interesting." Trying to put a positive spin on everything that seems to be a problem/confrontational, I have become more aware of different ways to approach problems, come up with solutions, consider other point of views and improved problem solving skills."

"I realized I assume many things about how students/parents/coworkers are, based on their appearances, their mannerisms, and even what grade/subject they teach. I have had to put aside those generalizations and get to know the real person. I am surprised at what I find almost every time!"

"I have learned to see many different perspectives in my home and professional life. It allows me to better communicate and listen in many different situations. I have become better at stepping away and thinking about how others may view my actions instead of only thinking about my point of view."

"The training helped me see that you cannot judge a kid by the prejudices set by society or even

by my own experiences. You have to look deeper into the heart of the person to fully grasp how to effectively influence them in a positive manner."

Additional Diversity Learning Sessions and Cost Estimate

It was recommended for 2016 that the "Harvesting Respect" learning session series be delivered to 200 administrative staff, JPOs, JSOs, and teachers within the Dallas County Juvenile Department.

Through August 17, 2016, we have provided First Impressions, Mind Flex, and ACE-ing Conflict learning sessions to 27 administrative support staff members and begun providing the same sessions to 59 JPOs. Teachers are scheduled to receive their learning sessions in November, and their schedule requires that all sessions be delivered in one day to all full-time teachers employed by DCJD. In order to accommodate the schedules of each of the three employee groups, more sessions than originally thought will be required in order to meet the needs of the department.

The cost estimate for the balance of sessions needed to accommodate employee schedules is provided below.

Items needed for Teacher, Probation Officers and Caseworkers:

75 Navigating Diversity books @ \$13	\$975.00
Customization of Mind Flex (4 hrs) and ACE-ing Conflict (6 hrs) @ \$75.00/hr.	\$750.00

Teachers Learning

One off-site teacher focus group with summary report. (Cap of 60 employees)	\$900.00
One Full Day teacher learning session:	
First Impressions	\$900.00
Mind Flex	\$900.00
ACE-ing Conflict	\$900.00

Valuing All Voices Programming

Consultation with leadership to implement the Value ALL Voices Sessions: 15 hours (three consultants @ \$75/hour)	\$1,125.00
Valuing All Voices Session ONE: Three-Hour program with an 8 member facilitator team coordinating 160 front line and leadership employees in small groups on October 11, 2016	\$3,200.00

Valuing ALL Voices Session TWO: Three-hour program with an 8-member facilitator team coordinating 160 front line and leadership employees in small groups on October 14, 2016
\$3,200.00

TOTAL ESTIMATE:
\$12,850.00

Valuing All Voices Proposal Background

Prior to each series of learning sessions delivered, WordSmooth has conducted a focus group with a small group of employees from the population to receive the learning sessions. Information received in the focus groups has been utilized to customize learning session scenarios to ensure the deepest level of learning and retention.

In June 2016, WordSmooth facilitated a focus group with front line probation officers and caseworkers in preparation for upcoming diversity learning sessions. The group of employees represented many aspects of diversity, including position, tenure, gender, ethnicity, and languages spoken.

We found the employees to be deeply committed to making a difference in the lives of young people. However, many members of the group expressed a significant level of concern about the Juvenile Detention Alternatives Initiative (JDAI) guidelines.

Several examples were given of difficult cases which seem to have taken a toll on the employee assigned to the case. Those difficult cases with unsuccessful outcomes are remembered, perhaps more strongly than the successes, because of their emotional impact. While significant data supporting JDAI effectiveness has been provided to employees, data may not be the most convincing approach, considering the emotional nature of the challenge.

WordSmooth representatives met with the DCJD leadership team in July to discuss the focus group report findings.

WordSmooth has recommended:

- Completion of the three scheduled diversity learning modules in summer 2016.
- Two additional in-depth follow-up sessions with POs, caseworkers, and leadership to explore the systemic concerns and facilitate a deeper investment in the JDAI / Youth First approach.

The follow-up sessions, called Valuing All Voices, incorporate aspects of WordSmooth's Mind Flex learning session, appreciative inquiry, and the Clear Path Process.

Session goals include:

1. POs experience being heard by leadership
2. POs identify their noble purpose for being a PO or caseworker
3. POs recognize that their noble purpose can be compatible with Youth First
4. POs have opportunity to have input into strategic plan

Project Personnel



Patty Bates-Ballard is Creative Director and Owner of WordSmooth and the lead developer of the Socha diversity learning program. Co-author of the book *Navigating Diversity*, she was the Diversity Director for the Greater Dallas Community Relations Commission. She has worked in the field of multi-cultural relations for over 25 years, and has delivered diversity and conflict resolution programs to school districts, corporations, hospitals, non-profit agencies, churches and all levels of government, including Dallas, Irving and Lancaster Police Departments, Texas Youth Commission, Dallas ISD, Baylor University Medical Center, United Way, and the IRS, among many others. In 2009, Patty was commissioned to develop a diversity education program for Garland ISD that also was presented at the nation's leading staff development organization, Learning Forward, in 2013. Patty is a trained mediator, with degrees in Psychology and Philosophy from Austin College, Sherman, TX. A mother of two boys, she volunteers at Sanger Elementary School.

Certifications

Multiculturalism 4-Day, Visions, Inc./Jo Bowens, 2001; Dismantling Racism, Crossroads/Joseph Barndt, 2000; Undoing Racism, People's Institute For Survival and Beyond, 1998; Diversity Train the Trainer, National Coalition Building Institute/Cherie Brown, 1992; Dismantling Racism, Peace Development Fund/Andrea Ayzajian, 1990. Mediation certificate, Dispute Mediation Services, 1994.



Jeanae Beal is the Senior Trainer for WordSmooth. Jeanae retired from Duncanville ISD, where as Assistant Superintendent for Elementary Operations, she sustained the district's diversity training program. She presented diversity training programs and trained local campus facilitators from 2002 through 2008. A public school educator since 1978, her career spans from teacher to elementary principal to a central level administrator, all in public education. Jeanae joined WordSmooth in 2007 and has presented the Socha workshops to Learning Forward, Baylor University Medical Center, Garland ISD, Frisco ISD, Birdville ISD, and many others in recent years. As a certified volunteer facilitator with the Greater Dallas Community Relations Commission, she provided diversity training for a number of organizations in the Dallas/Ft. Worth area, including United Way, the City of Coppell and Mesquite ISD. Jeanae received her Bachelor of Science degree in Elementary Education from Stephen F. Austin University in Nacogdoches, Texas and her Master degree from Prairie View A & M University.

Additional small group facilitators include Camille DeSalme, Gregory Smith, Sheryl Taylor Thompson, and Juan Prieto.

Valuing All Voices Session Outlines

Session One

Large Group	Session guidelines and goals
Large Group	Opening activity
Small Groups	Individual reactions to Youth First/JDAI
Small Groups	Checking understanding
Small Groups	Suggestions for improvements
Large Group	Reports
	Break
Large Group	Leadership response
Large Group	Closing

Session Two, Option A

Large Group	Session guidelines and goals
Large Group	Opening activity
Large Group	Recap of prior session, Youth First/JDAI success stories
Small Groups	Discussion of Youth First/JDAI success stories
Small Groups	Suggested changes to Goals, Values, and Logic Model
Large Group	Small group reports
	Break
Large Group	Leadership response
Large Group	Closing

Session Two, Option B

Large Group	Session guidelines and goals
Large Group	Opening activity
Large Group	Recap of prior session, additional leadership response
Large Group	PO rep and leadership rep fishbowl conversation
Large Group	Youth First/JDAI success stories
Small Groups	Discussion of Youth First/JDAI success stories
Large Group	Small group reports
	Break
Large Group	Leadership response
Large Group	Homework assignment & Closing

Valuing All Voices Cost Estimate

The estimate to facilitate two Valuing All Voices sessions is outlined below.

Consultation with leadership to implement the listening program: 15 hours (three consultants @ \$75 each)	\$1,125.00
Session One with up to 25 employees	\$1,400.00
Session One with 26-50 employees	\$1,700.00
Session One with 51-75 employees	\$2,000.00
Session One with 76-100 employees	\$2,300.00
Session One with 100-125 employees	\$2,600.00
Session Two with up to 25 employees	\$1,400.00
Session Two with 26-50 employees	\$1,700.00
Session Two with 51-75 employees	\$2,000.00
Session Two with 76-100 employees	\$2,300.00
Session Two with 100-125 employees	\$2,600.00
TOTAL ESTIMATES:	
Consultation and Two sessions with up to 25 employees	\$3,925.00
Consultation and Two sessions with 26-50 employees	\$4,525.00
Consultation and Two sessions with 51-75 employees	\$5,125.00
Consultation and Two sessions with 76-100 employees	\$5,725.00
Consultation and Two sessions with 100-125 employees	\$6,325.00

This pricing estimate expires September 10, 2016.

Included in the package will be a draft of the email communication inviting POs to participate in the two sessions, requesting RSVP no later than September 20, 2016. In order to secure enough facilitators, we will need a firm count of attendees no later than September 20 because some facilitators may be traveling from out of town.

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 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.

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: WordsSmooth - Patty Bates - Ballard

[Signature]
Signature, Authorized Representative of Contractor

9-20-16
Date

Owner
Title

Liz Renfro 9-20-16



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:
2016-114761

Date Filed:
09/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
WordSmooth
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 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-16
Diversity training

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beal, Jeanae	Dallas, TX United States		X
Bates-Ballard, Patricia (Patty)	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.



[Handwritten Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patty Bates Ballard, this the 21st day of September 2016, to certify which, witness my hand and seal of office.

Liz Renfro Signature of officer administering oath
Liz Renfro Printed name of officer administering oath
Notary Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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 Department entered into an agreement with WordSmooth, Court Order 2015-132 to provide quality professional development opportunities for current staff committed to ensuring that its staff, including those in managerial positions, is provided with quality professional development opportunities, to ensure quality leadership that empowers staff to achieve the mission of the Department; and

WHEREAS, the Department wants to amend the current contract with WordSmooth to provide training to aid the Department to reinforce value and maximize the benefits of its diversity and to address a wide range of diversity-related challenges; and

WHEREAS, the current request is a means of potentially improving productivity, services, and supervision by providing staff with strategies to increase respect and loyalty toward others, to improve effective communication with others, to identify the steps for delegating effectively, and to assist in differentiating between management and leadership, as well as to identify an ethical decision-making model; and

WHEREAS, due to an unforeseen need for additional sessions to fully implement strategies to the Department, an amendment is needed to keep the Department in line with goals; and

WHEREAS, the additional sessions needed include one Consultation with Leadership , First Impressions, Mind Flex and two hours of Customization of Mind Flex and ACE-ing conflict; and

WHEREAS, additional payments will add \$1,925 to the current contract bringing the total contract cost to \$17,275.00, which includes all training materials; and

WHEREAS, funds for the training will come from budget line item # 120-5110-5590 – General Fund’s Other Professional Services, and these funds were approved and authorized by Ms. Carmen Williams, Supervisor of Budget Services; and

Amendment of the Agreement with WordSmooth Management Training for Juvenile Department
Page 2

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's request to authorize for the Department to amend the current contract with WordSmooth to provide training to aid the Department to reinforce values and maximize the benefits of its diversity and address a wide range of diversity-related challenges. It is further recommended that the Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 26th day of September, 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 _ abstained.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of Contract with Jewish Family Services of Greater Dallas FY2017

Background of Issue:

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

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). This position will offer clinical interventions with youth and families and connect them with additional community resources. On February 22, 2016, the Dallas County Juvenile Board approved submitting a grant application to CJD, for continuation funding for this program. On March 15, 2016, the Dallas County Commissioners Court approved submitting a grant application to CJD, for continuation funding for this program (Order No. 2016-0360). The purpose of this briefing is to recommend the Dallas County Juvenile Board approve the ratification of the contract with the Jewish Family Services of Greater Dallas for FY2017 for \$81,340. 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 juvenile staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and ongoing individual and family counseling in order to address familial violence. An assigned case manager connects them with community resources to assist in needed 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 and utilizing community resources.

Legal Information:

The contract with the Jewish Family Services of Greater Dallas has been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. 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 track 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

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, 6th Floor, Suite 623, Dallas, Texas 75202 within ten

(10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;
 - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) any combination of the above.
 - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.

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

20. NONPERFORMANCE:

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

21. SUSPENSION:

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

22. TERMINATION:

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

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

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

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

24. NOTICE:

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

TO COUNTY:

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

TO CONTRACTOR:

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

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

Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**

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

44. PROMPT PAYMENT ACT:

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

45. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

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

46. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Contractor, or representing themselves as signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Agreement on

behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth. Contractor shall furnish to County a corporate resolution authorizing signatory authority.

47. ACCEPTANCES:

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

EXECUTED this _____ day of _____, 2016

DALLAS COUNTY:

CONTRACTOR:

BY: Clay Jenkins
Dallas County Judge



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

DALLAS COUNTY JUVENILE BOARD

Judge Cheryl Lee Shannon, Chairman

RECOMMENDED:

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

BY: Denika 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 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.

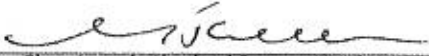
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to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

E. *Enforcement*

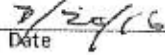
The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

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.

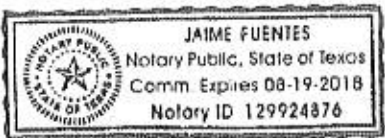
JB-07
 Counseling and support services for at risk youth

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: September 26, 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 26th day of September 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 in the amount of \$83,986.22 from the Office of the Governor, Criminal Justice Division (CJD) for the Family Violence Intervention Program (FVIP) for FY2016. This grant program is renewed annually for a three-year grant cycle. This is the second year of the three-year grant cycle for this program and the program is awaiting official award notification; 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 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). This position will offer clinical interventions with youth and families and connect them with additional community resources. On February 22, 2016, the Dallas County Juvenile Board approved submitting a grant application to CJD, for continuation funding for this program. On March 15, 2016, the Dallas County Commissioners Court approved submitting a grant application to CJD, for continuation funding for this program (Order No. 2016-0360). The purpose of this briefing is to recommend the Dallas County Juvenile Board approve the ratification of the contract with the Jewish Family Services of Greater Dallas for FY2017 for \$81,340. The proposed new agreement term ends August 31, 2017; and

WHEREAS, case processing and management of this program is through the Intake Unit juvenile staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and ongoing individual and family counseling in order to address familial violence. An assigned case manager connects them with community resources to assist in

needed 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 and Forms 1295 and Title VI have been completed per requirements. The signature of the Dallas County Judge is required on the contract; 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 utilizing community resources; and

WHEREAS, semi-annual performance reports are submitted to CJD that track 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 26th day of September, 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: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Continuation of Non-Residential Services Contracts for FY 2017

Background of Issue:

The Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth we serve. The Department began FY2016 with the renewal of eleven (11) non-residential services contracts that were awarded under Request for Proposals (RFP) # 2011-073-5568 (Order Nos. 2011-087 and 2012-019), RFP # 2012-078-6081 (Order No. 2012-090) and RFP # 2014-067-6449 (Order No. 2014-140). The Juvenile Board authorized renewal of those contracts for FY2016 on September 28, 2015 (Order No. 2015-117).

FY2016 is the final contract year for contracts awarded under RFP Nos. 2011-073-5568 and 2012-078-6081. The eight (8) contracts awarded under those RFPs will be required to participate in an RFP process for consideration for contract award for FY2017. The Juvenile Board will be briefed on that matter in a separate process.

RFP # 2014-067-6449 as well as the three (3) contracts awarded under that RFP included language which allows for annual renewal of the contract for four (4) additional twelve (12) month periods, without participating in the RFP process, if the provider met all contractual obligations and operated an effective program. The Juvenile Department has completed the FY2016 performance evaluation process for those three contracts. The purpose of this briefing is to request authorization to renew the recommended non-residential services contracts for utilization in FY2017.

Contract Renewal Process:

The three (3) existing service providers that are eligible for contract renewal were sent a letter which outlined the contract renewal process and required each provider to submit a 'Letter of Intent' to continue contracting with the Department. Contract renewal was not guaranteed, and renewal was contingent upon positive results received during the Juvenile Department's evaluation process and continued need for the service provided. All three (3) of those existing contractors responded indicating their intent to renew their contract for FY2017.

Evaluation Process and Performance Data:

The programs were evaluated using the new program evaluation scorecard authorized by the Juvenile Board on July 28, 2014 (Order No. 2014-089). The new evaluation process allows for a more comprehensive analysis of the programs' performance which includes but is not limited to consideration of the program's fidelity, rate of recidivism for successful discharges, rate of successful discharges, success in working with higher need youth, the average length of stay for successful discharges as well as critical incidents/investigations during the review period. A copy of the scorecard is included in this briefing as *Attachment One*.

The criteria and point values are listed below:

#	Criteria	Maximum Point Value
1	Type of Service, Primary	20
2	Request for Proposal Compliance	25
3	Risk-Adjusted Recidivism by Program Type	10
4	Amount of Service Provided	20
5	Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool	20
6	Qualified Supplemental Service	5
Maximum Points Possible:		100

A minimum evaluation score of seventy (70) points was required in order for the service provider to be considered for contract renewal for FY2017. The following table lists the names of the service providers, their respective service category and their evaluation scores for this process.

#	Criteria	Service Providers / Service Categories		
		Nexus Recovery Center (Substance Abuse Treat.)	North TX Comm. Initiative (Mentor Services)	Youth Conversion (Mentor Services)
1	Type of Service, Primary	N/S	20	20
2	Request for Proposal Compliance	N/S	24	25
3	Risk-Adjusted Recidivism by Program Type	N/S	5	5
4	Amount of Service Provided	N/S	12	8
5	Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool	N/S	12	18
6	Qualified Supplemental Service	N/S	5	5
*	Total Evaluation Score:	N/S	78	81

N/S = indicates programs not scored due to the program being underutilized during the review period.

Evaluation Results and Contract Renewal Recommendations:

Two (2) service providers, North Texas Community Initiative and Youth Conversion, exceeded the required minimum score of 70 points with their scores of 78 and 81 points, respectively. The third service provider, Nexus Recovery Center could not be scored due to the minimal number of referrals to the program during the review period.

Based on the outcome of this evaluation process, the Juvenile Department is recommending renewal of all three (3) contracts for utilization for FY2017.

Performance Overview:

Prior to October 1, 2016, goals and objectives will be established for non-residential service providers for FY2017, using the performance data gathered during the evaluation process as a baseline. Service providers will be evaluated against this standard as part of the FY2017 evaluation process. Juvenile Department staff will provide technical assistance throughout FY2017 to ensure that the service providers understand the goals and objectives as well as the methods that will be used to evaluate their performance.

Impact on Operations and Maintenance:

The Contract Services Unit will continue to monitor these contracts, review the programs and evaluate their effectiveness. Field Probation Officers will refer youth to these programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

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

Legal Information:

The Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers, has reviewed the contract renewal process, and determined that during renewal years it is not necessary to re-issue new contracts, and thus no signatures are required. Any fiscal or programmatic changes to existing contracts will be submitted to the Juvenile Board and Commissioners Court for review through a contract amendment process.

Financial Impact / Considerations:

Non-residential services are used for three (3) main populations: 1) youth who are released from Detention and allowed to return home while awaiting Court; 2) youth on probation who have a need for support services to improve their chances of successfully completing probation without needing placement; and 3) youth returning from residential placement whose aftercare plan indicates a need for support services.

The contracts being recommended for renewal will be funded from the Juvenile Department's budget (5110), and through grants provided by the Texas Juvenile Justice Department (TJJD). The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Project Schedule Implementation:

The renewal process allows programming to continue without interruption. The Juvenile Department's Contract Services division facilitated that process and continues to provide technical assistance to resolve issues pertaining to service delivery and contract compliance. Each contractor will participate in an annual program audit during FY 2017.

M/WBE Information:

All of the service providers being recommended for contract renewal have submitted the required updated M/WBE information for FY2017. Dallas County's Minority Business Officer works directly with the contractors to ensure compliance in this area. M/WBE profile information on the recommended contractors is included in this briefing *Attachment Two*.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the existing non-residential services contracts with Nexus Recovery Center, Inc., North Texas Community Initiative, Inc., and Youth Conversion, Inc. for fiscal year 2017.

Recommended by:



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

Dallas County Juvenile Department
Non-residential Evaluation Process: 2014-067-6449
Renewal of Existing Non-residential Services Contracts for FY2017
Program Evaluation Scorecard

Organization Name _____ Service Category _____

Type of Service, Primary (20 points)	Score
Highly Effective: Cognitive Behavioral Therapy and Family Preservation Programs, Mentoring, Substance Abuse Treatment, and Intervention Services (20)	
Effective: Family and Mixed Counseling, Social Skills Training, Challenge and Remediation Programs, Restitution, Community Service, and Remedial Academic Programs (15)	
Basic: Vocational Counseling, Job Training, and Work Experience Programs (10)	
Comments:	
RFP Compliance and Implementation Quality (25)	
Treatment integrity, program fidelity, performance measures and corrective action responsivity (10)	
Staff certifications, licenses, education, diversity, and training (5)	
Program goals, objectives, and adherence to primary service manual or protocol (5)	
Core qualifications, financial stability, complaints (5)	
Comments:	
Risk-adjusted Recidivism by Program Type (10)	
Recidivism rate for low-risk juvenile program participants relative to low-risk juvenile rates (5)	
Recidivism rate for medium-risk juvenile program participants relative to medium-risk juvenile rates (3)	
Recidivism rate for high-risk juvenile program participants relative to high-risk juvenile rates (2)	
Comments:	
Amount of Service Provided (20)	
Program Span, percent of youth who received at least the target weeks of service:	
0% (0 points) 50% (6 points) 60% (8 points)	
70% (12 points) 80% (16 points) 90% (20 points)	
Comments:	
Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool (20)	
Percent of youth served with a risk score of at least Medium (greater than Low):	
0% (0 points) 20% (2 points) 30% (4 points)	
40% (6 points) 50% (8 points) 60% (10 points)	
Percent of youth served with a risk score of High (greater than Medium):	
0% (0 points) 12% (2 points) 14% (4 points)	
16% (6 points) 18% (8 points) 20% (10 points)	
Comments:	
Qualified Supplemental Service (5)	
Use of qualifying supplemental services designed to enhance primary service efficacy:	
None (0 points) One or more (5 points)	
Comments:	
Total	0

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract). RFP#: 2014-067-6449 UPDATE FOR FY2017

NAME OF FIRM Nexus Recovery Center Incorporated

5. Section D- EMPLOYMENT DATA

Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Race/Ethnicity

Not-Hispanic or Latino

Hispanic or Latino

Male

Female

TOTAL COL AMN

Job Categories

Executive/Senior Level officials and Managers

First-Through-Mid-Level Officials and Managers

Professionals

Technicians

Sales Workers

Administrative Support Workers

Craft Workers

Operatives

Laborers and Helpers

Service Workers

TOTAL

PREVIOUS YEAR TOTAL

1. Date(s) of payroll period used: 8/22-9/4/2016

Section E- ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, tire insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity).

Section F. REMARKS Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One

All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only).

This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official A. Rebecca Crowell

Title Executive Director

Signature A. Rebecca Crowell

Date 9.9.16

City and State

Zip Code

Telephone No. (including area code and extension)

Email address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/lead/survey/2007/instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

Revised 4/8/15

5. Section D- EMPLOYMENT DATA
 Employment of this establishment: Report all permanent full and part-time employees including supervisors and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.
 Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity										TOTAL COL. A-N			
	Hispanic or Latino					Not Hispanic or Latino								
	Male		Female			Male		Female						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level officials and Managers	1													2
First/Mid Level Officials and Managers														
Professionals														3
Technicians														
Sales Workers														
Administrative Support Workers														
Craft Workers														
Operatives														
Laborers and Helpers														
Service Workers														
TOTAL	1	1	1	1	1	1	1	1	2	2	3	4	4	7
PREVIOUS YEAR TOTAL	1	1	1	1	1	1	1	1	2	2	3	4	4	7

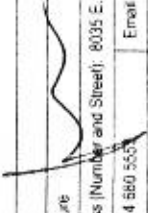
1. Dates of payroll period used: 6-31-16 (Omit on the Consolidated Report.)

Section E- ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Youth Mentoring

Section F- REMARKS Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G- CERTIFICATION

1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: James Garner, Ph.D.
 Title: Executive Director
 Signature: 
 Date: 09/05/2016
 Name of person to contact regarding this report: James Garner, Ph.D.
 Title: Executive Director
 Address (Number and Street): 8035 E. Rd. Thurston, Ste 300
 City and State: Dallas, Texas
 Telephone No. (including area code and extension): 214 580 5500
 Zip Code: 75228
 E-mail address: jgarner@ntci.org

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

RFP#: 2014-067-6449

UPDATE FOR FY2017

NAME OF FIRM: Youth Conversion, Incorporated

5. Section D-EMPLOYMENT DATA

Employment at this establishment: Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity													
	Hispanic or Latino							Not Hispanic or Latino						
	Male							Female						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races
Executive/Senior Level officials and Managers	1.1									1				
First/Mid-Level Officials and Managers	1.2			1										1
Professionals	2			2						3				15
Technicians	3													
Sales Workers	4													
Administrative Support Workers	5													
Craft Workers	6													
Operatives	7													
Laborers and Helpers	8	6								6				6
Service Workers	9													
TOTAL	10	6		3						10				19
PREVIOUS YEAR TOTAL	11	6		4						10				21

1. Date(s) of payroll period used: 5th & 19th (Twice a month) (Omit on the Consolidated Report)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. include specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F-REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: Lakerrie Owens Title: Executive Director Signature: Lakerrie Owens Date: 9/19/16
 Name of person to contact regarding this report: Lakerrie Owens Title: Executive Director Address (Number and Street): 747 Penguin Drive
 City and State: Dallas, TX Zip Code: 75241 Telephone No. (including area code and extension): 972-7123 Email address: lakerrie@youthconversioninc.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 10

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey2007/instructions.cfm> / Appendix 4, Race and Ethnic Identification / and Appendix 5, Description of Job Categories Revised 4/9/11

JUVENILE BOARD ORDER

ORDER NO: **2016-XXX**

DATE: **September 26, 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 26th day of September, 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 historically contracts with community-based programs to provide non-residential services for the youth that we serve; and

WHEREAS, Request for Proposals (RFP) No. 2014-067-6449 and the related contracts included language which allows for annual renewal of the contracts for four (4) additional twelve (12) month periods, without participating in an RFP process, if the provider met all contractual obligations and operated an effective program; and

WHEREAS, three (3) existing contracts (Nexus Recovery Center, North Texas Community Initiative and Youth Conversion) were awarded under RFP No. 2014-067-6449; and

WHEREAS, the Juvenile Department has completed its FY2016 non-residential services performance evaluation process; and

WHEREAS, an overall evaluation score of 70 points was required for each program in order for it to be considered for continuation in FY2017; and

WHEREAS, the non-residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and

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

WHEREAS, the Juvenile Department requests authorization from the Juvenile Board to renew the existing non-residential services contracts listed below for FY2017; and

Dallas County Juvenile Department
Non-Residential Services Contracts for FY2017

VENDOR	SERVICE CATEGORY
1. Nexus Recover Center	Substance Abuse Treatment
2. North Texas Community Initiative, Inc.	Mentor Services
3.. Youth Conversion, Inc.	Mentor Service

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to renew the contracts listed above for the provision of non-residential, community-based services during FY2017.

DONE IN OPEN BOARD MEETING this 26th day of September, 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

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Contract Agreement with New Rates for Victoria County for FY2017

Background of Issue:

The Dallas County Juvenile Department entered into an inter-local agreement with Victoria County for use of the Victoria Regional Juvenile Justice Center (VRJJC), Post-Adjudication Program as a residential placement option in FY2008. The Juvenile Department utilizes the Victoria County facility for difficult to place youth who have been unsuccessful in several previous placements, youth who exhibit aggressive behaviors, and youth who have an extensive run away history. On July 25, 2016, the Juvenile Board authorized renewal of the contractual agreement with Victoria County (Order No. 2016-070) for utilization as a residential placement option for FY2017. Subsequent to that action, the Juvenile Department became aware of Victoria County's intent to adjust the per diem rate for placement of pregnant females from \$162.02 to \$200.00 (19%) increase per day. The rates for Moderate Level males and non-pregnant females (\$115.00) and Specialized Level males and non-pregnant females (\$162.30) will remain the same.

The purpose of this briefing is to request the Juvenile Board's approval to reimburse Victoria County the new rate of \$200.00 for youth placed in the Female Pregnant Offender Program at the VRJJC, Post-Adjudication Program during FY2017.

Impact on Operations and Maintenance:

There will be no impact on operations and maintenance as a result of this request. The Contract Services Unit will administer and monitor this contract. Field and Assessment Probation staff will refer youth to this program for treatment, as deemed appropriate. Subsequent to the recommendation of probation staff, the District Courts will court-order youth to the residential placement program.

Strategic Plan Compliance:

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

Legal Impact:

Victoria County's administrative process requires the execution of new contract documents. The new contract document has been reviewed and approved by Administrative Legal Advisor, Ms. Denika Caruthers. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contract documents. The contract agreement is included in this briefing as Attachment One.

Financial Impact/Considerations:

The new reimbursement rate structure for the Victoria County contract for FY2017 will be as indicated below.

Post-Adjudication Moderate Level (Males/Non-Pregnant Females):	\$ 115.00
Post-Adjudication Specialize Level (Males/Non-Pregnant Females):	\$ 162.30
Post-Adjudication Specialize Female Pregnant Offender Program:	\$ 200.00

Funding for this program will come from the Juvenile Department's 5110 budget and from grants provided by the Texas Juvenile Justice Department and the Texas Office of the Governor, Criminal Justice Division. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Project Schedule/Implementation:

The term of the contract shall run from September 1, 2016, until August 31, 2017.

Minority/Women-Owned Business Enterprise:

Not applicable to this agreement.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to adjust the reimbursement rate structure for the Victoria County contract as indicated above and authorize the Chairman of the Juvenile Board to sign the contract documents on behalf of the Dallas County Juvenile Board.

Recommended by:



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

ATTACHMENT ONE

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS
SPACE AVAILABLE**

STATE OF TEXAS §

COUNTY OF VICTORIA

§

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Residential Services

September 1, 2016 – August 31, 2017

This Agreement is entered into by and between **Dallas County**, acting by and through its duly authorized representative (**hereinafter, "Juvenile Probation"**) and the **Victoria County Juvenile Board**, acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the **Victoria County Juvenile Justice Center** (**hereinafter "the Facility"**) by the **Victoria County Juvenile Services Department** (**hereinafter, "Service Provider"**) pursuant to license granted by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("**Service Provider**").

ARTICLE I
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The Facility to be utilized is operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing **September 1, 2016 – August 31, 2017**. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
SERVICES

- 3.01 The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

Service Provider will provide the following level of care services:

- A. **Moderate Level of Care (Secure Post Adjudication)** consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes more than routine guidance and supervision to ensure the child's safety, involvement in age- appropriate structured activities, access to therapeutic, habilitative and medical intervention and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Moderate Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department and certified by the local juvenile board qualify for the daily rate listed above.

- B. **Specialized Level of Care** consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department (TJJD) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJJD for approval.

- 3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults,

food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone).

- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Juvenile Probation within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. Juvenile Probation and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to Juvenile Probation a written Individualized Treatment/Case Plan developed in concert with the child and mutually agreed upon by the appropriate Service Provider staff and Juvenile Probation within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Service Provider staff at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved in the placement; and shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
- H. Provide Juvenile Probation with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of children in program successfully achieving set educational goals, percentage of children achieving set vocational goals, percentage of children achieving set social skills goals, percentage of youth demonstrating overall progress, and number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, Medicaid or health insurance. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- L. Facility agrees to maintain web-conferencing capabilities to allow for audio and visual communication between the Dallas County, facility staff, residents and the parent/guardian. Web-conferencing will be utilized for contacts including, but not limited to, treatment planning, case staffings, utilization reviews and family counseling sessions.
- M. Facility agrees to ensure that Clients are placed in compatible foster home environments. The basis for determining compatibility should include, but is not limited to; information from documented assessments of the Client and the Client's identified treatment needs. The Contractor shall not place non-sex offending Clients in living quarters with sex offenders.
- N. Facility shall notify the Dallas County Juvenile Probation Department when client leaves their facility due to **any reason**, including; admittance into a medical and/or psychiatric hospital of any kind, in which the Dallas County Juvenile Department's Budget Services unit will be internally notified.
- O. The Service Provider agrees to conduct the first monthly family counseling session within the first 30 days of initial placement with the Client, parent(s) and Client's assigned caseworker.

ARTICLE IV
EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Ensure children complete residential placement.
2. Prevent re-referrals of children during the six (6) months following release from residential placement.
3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):

1. The total number of children placed in residential placement.
2. The total number of children who were discharged from residential placement successfully.
3. The total number of re-referrals of children discharged from placements within six (6) months after release.
4. The total number of children who move down in their Level of Care.
5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Percentage of children in residential placement who will complete their placement as a successful discharge.
2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **\$115.00** per day for each child whether male or female, admitted under "Moderate" Level of Care, **\$162.30** per day for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Specialized Female Pregnant Offender Program is recognized as a Specialized Treatment program and payment shall be at **\$200.00** per day. **Payment is due within 30 days of receipt of billing and shall be mailed to:**

**Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO**

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to Juvenile Probation. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the program.
- 5.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Juvenile Probation shall be responsible for all of the juvenile's medical expenses, and Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for medical expenses.

If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility (hereinafter, "**Outside Treatment**") is required for a child placed in the Facility, the Administrator of the Facility (hereinafter, "the Administrator") is authorized to secure the Outside Treatment at the expense of Juvenile Probation. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

Juvenile Probation shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above. In all other medical situations, the Service Provider is authorized, but not required, to make

arrangements with vendors, at Juvenile Probation's request, for the provision of medical treatment at the expense of Juvenile Probation. If the Service Provider makes such arrangement, the Service Provider is authorized, but not required, to seek coverage or reimbursement of expenses from all sources, including but not limited to, Medicaid, Social Security, medical insurance coverage, or contributions from parents or others and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control. In any event, responsibility for payment to vendors or reimbursement to Service Provider is the ultimate responsibility of Juvenile Probation. Service Provider will invoice Juvenile Probation for any non-reimbursed funds advanced by the Service Provider, and the Juvenile Probation will remit to the Service Provider, within 30 days of invoice, full and final payment.

If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Service Provider for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Facility shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Service Provider must notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Service Provider shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.

Juvenile Department does not expect the Service Provider to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will the Facility be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.

The Service Provider must obtain written documentation of the approval of the Client's probation officer for any over-night stay away from the residential facility unless it is considered part of the Service Provider's rehabilitation program. Prior written approval must also be received and documented for any home visit. In the event of an emergency overnight-stay, Service Provider shall obtain written approval from the Client's probation officer within 72 hours of the Client departing from the facility.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted

Accounting Practices (GAAP):

1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms Of this Contract, the new rates will become effective reflecting those of the increase.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider will provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006.
- 5.10 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Facility for placement, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Administrator of a proper order from the Juvenile Court of **Dallas County** and other documentation required by Service Provider.

- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of **Dallas County** of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally authorized the placement of the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Juvenile Probation or other appropriate authority of **Dallas County** pursuant to: (a) Section 6.04 of this Contract or, (b) an Order of Release signed by the Judge of the Juvenile Court of **Dallas County**.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Dallas County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Dallas County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the child's placement with Service Provider at its discretion. Service Provider must not release a child to any person or agency other than Juvenile Probation without the written consent of an authorized agent of Juvenile Probation.

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 “Contractor (aka “Service Provider”) understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards.”

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

ARTICLE IX
DUTY TO REPORT

- 9.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and

2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Dallas County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number, 214-698-4299.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
 3. With respect to children placed by Dallas County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.
- 9.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 9.03 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.

- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE X
CRIMINAL HISTORY SEARCHES

- 10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.
- 10.02 Criminal history searches shall include the following:
 - A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.

- C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 10.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE XI
DISCLOSURE OF INFORMATION

- 11.01 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and/or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
 - G. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.
- 11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XII
EQUAL OPPORTUNITY

- 12.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII
ASSIGNMENT & SUBCONTRACT

- 13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV
OFFICIALS NOT TO BENEFIT

- 14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV
DEFAULT

- 15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI
TERMINATION

- 16.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 16.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII
WAIVER OF SUBROGATION

- 17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Victoria** or any political subdivision thereof;
 - C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in

accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XIV
TEXAS LAW TO APPLY

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

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, Texas**.

ARTICLE XXI
LEGAL CONSTRUCTION

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

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Juvenile Probation** for the children placed in the Facility by the Judge of **Dallas County** having juvenile jurisdiction.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

- 23.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312(a)].

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] shall make available to the CPO all incident-based aggregated data reports of sexual abuse at its facility or facilities within 24-hours of the allegation., and all such data may be requested by the

Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]

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

IN WITNESS WHEREOF, we here unto affix our signature this _____ day of _____, 2016.

Dallas County Juvenile Department

Victoria County Juvenile Justice Center

Clay Jenkins, Dallas County Judge

Ben Zeller, Victoria County Judge

Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

Eli Garza, Chairman
Victoria County Juvenile Board

RECOMMENDED BY:

Terry S. Smith, Ph. D.
Chief Probation Officer
Dallas County Juvenile Department

Pama Hencerling
Chief Probation Officer
Victoria County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX
DATE: September 26, 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 26th day of September, 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 Victoria County contract allows the Juvenile Department to refer youth to Victoria County's Victoria Regional Juvenile Justice Center (VRJJC) Post-Adjudication Program in Victoria, Texas for residential treatment; and

WHEREAS, the rate structure, which is consistent with rates established by the Texas Juvenile Justice Department (TJJD), will remain as indicated below for FY2017; and

Post Adjudication Moderate Level (Males/Non-Pregnant Females):	\$ 115.00
Post Adjudication Specialize Level (Males/Non-Pregnant Females):	\$ 162.30
Post Adjudication Specialize Female Pregnant Offender Program:	\$ 200.00

- The Juvenile Department became aware of Victoria County's intent to adjust the per diem rate for placement of pregnant females from \$162.02 to \$200, (19%) increase per day.

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

WHEREAS, the contract term is from September 1, 2016, through August 31, 2017; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the Dallas County Juvenile Department’s request to reimburse Victoria County according to the above rate structure for residential treatment services for youth placed at the Victoria Regional Juvenile Justice Center (VRJJC) Post-Adjudication Program during FY2017.

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

DONE IN OPEN BOARD MEETING this 26th day of September, 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

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of 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, and 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, and 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 at 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 Manager.

Performance Impact Measures:

The youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth who 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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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 26th day of September, 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

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of 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, 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, teaching 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, skill building, and leadership. Inspire U will provide one session per week in five 6-week rotations and 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 6-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 Manager.

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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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 6-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 26th day of September, 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

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Memorandum of Understanding between North Texas Alliance to Reduce Teen Pregnancy (NTARuPT) and Dallas County Juvenile Detention Programs

Background of Issue:

For many years the Dallas County Juvenile Department has been invested in ensuring that all youth receive the proper knowledge and education in relevant health care services that would allow them to make healthy choices and decisions that may lead to a better lifestyle. During their stay in the Dr. Jerome McNeil Jr. Juvenile Detention Center, the youth are exposed to and involved in programs emphasizing educational activities, recreational programming, independent living, emotional and social skills. One of these programs is the North Texas Alliance to Reduce Teen Pregnancy (Project NTARuPT) in collaboration with Planned Parenthood of Greater Texas. The goal of the program is to educate youth and parents in an effort to reduce teen pregnancy in North Texas and enable youth to protect their health, their economic futures, and emotional lives and to improve the quality of life for children, families, and communities.

The purpose of this brief is to request approval of the Memorandum of Understanding (MOU) with Project NTARuPT in collaboration with Planned Parenthood of Greater Texas (PPGT).

Impact on Operations and Maintenance:

The after-school Teen Pregnancy classes will take place in the Detention Center multi-purpose rooms on each unit. PPGT will provide 3-4 educators. The classes are 1-hour in length for 2-weeks at a time. The class size is limited to 10-12 youth and facilitated by one educator.

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, and informing youth of health care services.

Legal Information:

The MOU has been approved as to form by the Juvenile Department Administrative Legal Advisor, Ms. Denika Caruthers. The MOU is attached.

Financial Impact/Considerations:

NTARuPT will provide the service at no cost to the County.

Performance Impact Measures:

The project seeks to educate youth and parents in an effort to reduce teen pregnancy in North Texas and enable youth to protect their health, their economic futures, and emotional lives and to improve the quality of life for children, families, and communities.

Project Schedule/Implementation:

This agreement is from October 1, 2016, to September 30, 2017. NTARuPT will provide groups as scheduled by the Dallas County Juvenile Department in the Dr. Jerome McNeil Jr. Detention Center.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the MOU with NTARuPT in collaboration with Planned Parenthood of Greater Texas.

Recommended by:



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

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:
2016-114451

Date Filed:
09/20/2016

Date Acknowledged:

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

Planned Parenthood of Greater Texas
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.

Planned Parenthood of Greater 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-15

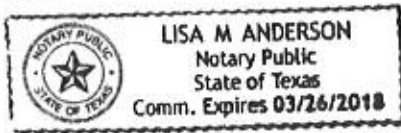
Provide trained facilitators from Planned Parenthood of Greater Texas or another Project Ntarrupt partner to provide evidences-based teen pregnancy prevention education.

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.



Kenneth S. Lambrecht
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said KENNETH S. LAMBRECHT this the 21st day of September 20 16, to certify which, witness my hand and seal of office.

Lisa M. Anderson
Signature of officer administering oath

LISA M. ANDERSON
Printed name of officer administering oath

NOTARY
Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx

DATE: September 26, 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 26th day of September 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,** for many years the Dallas County Juvenile Department has been invested in ensuring that all youth receive the proper knowledge and education in relevant health care services that would allow them to make healthy choices and decisions that may lead to a better lifestyle; and
- WHEREAS,** during their stay in the Detention Center youth are exposed to and involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills; and
- WHEREAS,** one of those programs is the North Texas Alliance to Reduce Teen Pregnancy (Project NTARuPT) in collaboration with Planned Parenthood of Greater Texas; and
- WHEREAS,** the goal of the program is to educate youth and parents in an effort to reduce teen pregnancy in North Texas and enable youth to protect their health, their economic futures, emotional lives and to improve the quality of life for children, families, and communities; and
- WHEREAS,** the after-school Teen Pregnancy classes will take place in the Dr. Jerome McNeil Jr. Juvenile Detention Centers multi-purpose rooms on each unit and PPGT will provide 3-4 educators with classes being conducted 1 hour in length for two weeks at a time; 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

Approval of Memorandum of Understanding between Project North Texas Alliance to Reduce Teen Pregnancy (NTARuPT) and Dallas County Juvenile Detention Program

Page 2

WHEREAS, the Juvenile Department recommends approval of the MOU with NTARuPT /PP.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with the North Texas Alliance to Reduce Teen Pregnancy in collaboration with Planned Parenthood of Greater Texas.

DONE IN OPEN BOARD MEETING this 26th day of September, 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, Chair
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: September 26, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Memorandum of Understanding between Rainbow Days, Inc. and Dallas County Juvenile Probation

Background of Issue:

Rainbow Days is a Dallas based nonprofit organization founded in 1982 teaching youth the skills they need to succeed and stay drug free. Rainbow Days' Children, Youth and Family Services (CYFS) division provide life skills education to children, youth and families living in high-risk situations in the Dallas area. Over 14,200 children and youth and 1,000 parents participate annually in one or more education or life enrichment programs offered by Rainbow Days. Rainbow Days wishes to partner with the Dallas County Juvenile Department to provide Curriculum-Based Support Group (CBSG®) programs. The goal of the programming is to interrupt and prevent the intergenerational cycle of family chemical dependency by helping youth to build individual coping skills and personal resiliency.

The purpose of this brief is to request approval of the Memorandum of Understanding with Rainbow Days and the Dallas County Juvenile Department.

Impact on Operations and Maintenance:

Since September 1, 2014, Rainbow Days has provided research-based curriculum for youth at the Hill Center, Evening Reporting Center, and Substance Abuse Unit.

The CBSG® program provides a research-based, interactive, multi-cultural curriculum. Lesson content and intent are essentially the same across all age groupings, but discussions and experiential activities – which are the foundation for each lesson – are targeted to specific ages/developmental levels, and adapted to address the unique needs of different implementation settings. The support group modality sets the CBSG® program apart from other preventive interventions and provides several additional protective factors, including: small group numbers; more time for discussion and skills practice; the emotional and social safety of a highly structured and supportive process, including group rules and confidentiality; opportunities for bonding; less stress; and the emotional support of a caring, trained group facilitator. Rainbow Days provides to the Dallas County Juvenile Department a total of three 12-week groups with session topics to include feelings, handling anger, coping skills, chemical dependency, dreams and goal setting, making healthy choices, friends, and resisting negative peer pressure. These groups typically have ten youth participating.

Rainbow Days is listed on the National Registry of Evidenced-Based Programs and Practices for SAMHSA (Substance Abuse Mental Health Services Administration).

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, by providing evidence based programs.

Legal Information:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. The Memorandum of Understanding requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

Rainbow Days will provide the service at no cost to Dallas County.

Performance Impact Measures:

Youth who complete a Rainbow Days Support Group will have the following:

- Participants will take a pre- and post- survey to gauge the increase in their understanding of what constitutes good character, including: a decrease in rebelliousness and conduct problems and an improvement in their coping, life and social skills.
- Participants increase their understanding of and commitment to healthy choices including adopting a non-use attitude toward alcohol, tobacco and other drugs.

An independent evaluator with the University of North Texas Health Services Science Center reviews the information and compiles the data findings for the State of Texas. Between September 1, 2016, and August 31, 2017, three 12-week Rainbow Days support groups will service a total of 180 youth.

Project Schedule/Implementation:

This agreement is from September 1, 2016, to August 31, 2018. Rainbow Days will provide groups as scheduled by the respective Dallas County Juvenile Department program.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the services outlined in the Memorandum of Understanding with Rainbow Days.

Recommended by:



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



Memorandum of Understanding
Between
Rainbow Days, Inc.
And
Dallas County Juvenile Probation on behalf of
THE DALLAS COUNTY JUVENILE BOARD (County)
Youth Prevention Services

This Memorandum of Understanding (MOU) is entered into by Rainbow Days, Inc. (RDI) and the Dallas County Juvenile Probation on behalf of THE DALLAS COUNTY JUVENILE BOARD (County) for the purpose of promoting community-based substance abuse prevention and delivering alcohol, tobacco and other drug-use prevention strategies and programs to at-risk youth ages 11 to 17. Services will be delivered at no cost.

Rainbow Days, Inc. will:

- a) Provide on-site the **12-session Curriculum-Based Support Group (CBSG®) Program** for youth, 6th-12th grade with a group size of no more than 10-12 youth with no more than 2 years age/grade difference.
- b) Provide an Indicated Prevention Screening for all participating youth to identify their risk and protective factors;
- c) Provide prevention education counseling for youth participants whose screening reflects risk factors that identify specific needs for which the youth will receive referrals;
- d) Provide prevention presentations to include Minors and Tobacco information and/or Alcohol & Other Drug information as scheduled;
- e) Provide youth awareness and/or family awareness educational presentations and information dissemination to parents as scheduled;
- f) Provide Tobacco and/or Alcohol & Other Drug alternative activities as scheduled;
- g) Establish a problem identification and referral linkage for youth who have used or are at risk of the inappropriate use of tobacco, alcohol, and other drugs as determined through an indicated prevention screening; or are exhibiting signs of other behavioral/mental health needs;



- h) Provide Alcohol, Tobacco, and Other Drug (ATOD) Information Dissemination;
- i) Perform criminal background checks and employee history checks on all Rainbow Days employees. Rainbow Days will not employ any person to perform Services under this Agreement who has a criminal history of being convicted of a felony, a crime of moral turpitude, or any crime involving children. Rainbow Days will make available to Dallas County Juvenile Probation evidence of satisfying the requirements of this paragraph.
- j) Ensure and maintain comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person and an aggregate of \$5000.00 for any one (1) occurrence is in place for Rainbow Days programs. Rainbow Days carries an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
- k) 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.
- l) Administer confidential, standardized pre- and post – tests for *(CBSG®) Program participants*;
- m) Provide trained staff to facilitate group sessions; staff are CPR/First-aid Certified;
- n) Acknowledge and abide by Dallas County Juvenile Probation's confidentiality policies. Under no circumstances shall Rainbow Days, Inc. release or divulge any confidential material, information, or documents received in the performance of services under the Agreement.
- o) Supply all consumable materials needed for programming;
- p) Provide Resource Information to site personnel.



- q) 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. (Exhibit A).
- r) 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).

Dallas County Juvenile Probation Agrees to:

- a) Provide appropriate meeting space on-site for scheduled Rainbow Days, Inc. program services (includes appropriate seating and tables);
- b) Refer appropriate youth, grades 6-12, to the support group program with a group size of no more than 12; minimum of 10;
- c) Notify Rainbow Days, Inc. of any changes in program scheduling;
- d) Designate a staff person who will be available during group sessions to assist as needed;
- e) Provide Rainbow Days, Inc. with any additional information and records necessary to insure youth and staff's safety and well-being. These include, but are not limited to, copies and/or information about emergency plans and supplies, fire and safety drills, discipline plans, special health concerns for individual participants, and/or registration and emergency contact forms.



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.

Venue

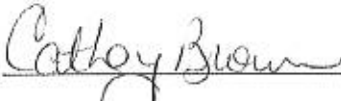
In providing Services required by this Contract, Contractor must observe and comply with all licenses, legal certifications, or inspections required for the Services, Facilities, equipment, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This Contract 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.

Indemnification

DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER "INDEMNITEES") SHALL NOT BE LIABLE TO RAINBOW DAYS, 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 PROPERTY ON BEHALF OF THE COUNTY. THE PARTIES AGREE THAT EACH SHALL BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITIES AND DEFENSES AVAILABLE TO COUNTY UNDER TEXAS LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. COUNTY IS RESPONSIBLE TO VERIFY THAT THEIR SUBCONTRACTOR'S HAVE ALL NECESSARY LICENSES AND INSURANCE.

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

This MOU is in effect from September 1, 2016 through August 31, 2018:



Cathey Brown, M. Ed.



Date

Chief Executive Officer
Rainbow Days, Inc.





Dallas County Substance Abuse Unit

Date

On behalf of The Dallas County Juvenile Board (County)

DALLAS COUNTY JUVENILE BOARD:

BY: _____

Terry Smith, Executive Director

Dallas County Juvenile Department

BY: _____

Judge Cheryl L. Shannon

Chair, Dallas County Juvenile Board

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 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.

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: Cathey Brown

Cathey Brown
Signature, Authorized Representative of Contractor

9-21-16
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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rainbow Days, Inc.
Dallas, TX United States

Certificate Number:
2016-114580

Date Filed:
09/21/2016

Date Acknowledged:

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

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.

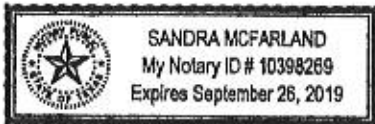
JB-14
alcohol, tobacco, and drug-free presentations and activities for youth and parents & small group support groups

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.



Cathy Brown
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cathy Brown, this the 20 day of September, 2016, to certify which, witness my hand and seal of office.

Sandra McFarland Signature of officer administering oath
Sandra McFarland Printed name of officer administering oath
Office Manager Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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, Rainbow Days is a Dallas based nonprofit organization founded in 1982 that teaches youth the skills they need to succeed and stay drug free. Rainbow Days' Children, Youth and Family Services (CYFS) division provides life skills education to children, youth and families living in high-risk situations in the Dallas area. Over 14,200 children and youth and 1,000 parents participate annually in one or more education or life enrichment programs offered by Rainbow Days. Rainbow Days wishes to partner with the Dallas County Juvenile Department to provide Curriculum-Based Support Group (CBSG®) programs; and

WHEREAS, the goal of the programming is to interrupt and prevent the intergenerational cycle of family chemical dependency by helping youth to build individual coping skills and personal resiliency. Rainbow Days will provide research-based curriculum for youth at the Hill Center, Evening Reporting Center, and Substance Abuse Unit; and

WHEREAS, the CBSG® program provides a research-based, interactive, multi-cultural curriculum. Lesson content and intent are essentially the same across all age groupings, but discussions and experiential activities – which are the foundation for each lesson – are targeted to specific ages/developmental levels, and adapted to address the unique needs of different implementation settings; and

WHEREAS, the support group modality sets the CBSG® program apart from other preventive interventions and provides several additional protective factors, including: small group numbers; more time for discussion and skills practice; the emotional and social safety of a highly structured and supportive process, including group rules and confidentiality; opportunities for bonding; less stress; and the emotional support of a caring, trained group facilitator. Session topics include feelings, handling anger, chemical dependency, dreams & goal setting, making healthy choices, friends, and resisting negative peer pressure; and

Approval of a Memorandum of Understanding between Rainbow Days, Inc. and Dallas County Juvenile Probation

Page 2

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, youth who complete a Rainbow Days Support Group will show two core outcomes. Participants will improve their understanding of what constitutes good character, including a decrease in rebelliousness and conduct problems and an improvement in their coping, life and social skills, and participants will increase their understanding of and commitment to healthy choices including adopting a non-use attitude toward alcohol, tobacco and other drugs; and

WHEREAS, this agreement is from September 1, 2016, to August 31, 2018. Rainbow Days will provide groups as scheduled by the respective Dallas County Juvenile Department program. Rainbow Days will provide the service at no cost to Dallas County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the services outlined in the memorandum of understanding with Rainbow Days.

DONE IN OPEN BOARD MEETING this 26th day of September, 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

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: September 26, 2016
To: Dallas County Juvenile Board
From: Judge Cheryl Lee Shannon
Chairman-Dallas County Juvenile Board
Subject: Approval of 6% Salary Increase of Executive Director/Chief Juvenile Probation Officer

Background:

Commissioners Court approved a six 6% salary increase on August 16, 2016 for all County Elected Officials (including Department Heads) Court Order#2016-0959. Dallas County Commissioners Court does hereby authorize the attached FY2017 Elected Officials Salary schedule for Constables, Justices of the Peace, County Clerk, County Commissioners, County Judge, County Sheriff, County Treasurer, District Clerk, and Tax Assessor Collector as well as all Department Heads.

The annual cost to increase elected officials salaries is approximately \$329,524.

Operational Impact

Increasing the Salary Schedule for all Elected Officials and Department Heads (current and future) may assist with retention and recruiting.

All Elected Official/Department heads Salary Schedules will increase by 6%, effective October 21, 2016.

Financial Impact:

There is no fiscal impact to the Juvenile Department. However, for the County; the six percent (6%) increase for Elected Officials/Department heads is approximately \$329,524 increase for the County budget.

Legal Impact:

There will be no legal impact attributable to the approval of the increased salary schedule of the Chief Probation Officer of Dallas County. The Chief Probation Officer of the Dallas County Juvenile Department is an employee classification category that meets the ordered criterion.

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

Recommendation:

The department is asking the Juvenile Board approve the six percent (6%) increase in salary schedule approved by Commissioners Court for the Executive Director/Chief Juvenile Probation Officer for Dallas County. Commissioners Court approved the 6% FY17 salary increase in Commissioners Court on August 16, 2016, Court Order#2016-0959.

Recommended by:



Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

COMMISSIONERS COURT BRIEFING



DATE: 8/16/2016

SUBMITTING DEPARTMENT: Budget

THROUGH:

SUBJECT: FY2017 Elected Officials Salary

BACKGROUND:

Section 152.013(b) of the Texas Code requires the Dallas County Commissioners Court to publish notice of proposed Elected Official Salaries, Expenses, or Allowances in a newspaper of general circulation, section 152.013(c) requires the Dallas County Commissioners Court to provide notification to all elected officials of their salary, and section 152.016(a)(2) further stipulates that any elected official may appeal the Court's action to a properly constituted Salary Grievance Committee five days after the notice is received.

OPERATIONAL IMPACT:

NA

FINANCIAL IMPACT:

The annual cost to increase elected officials salaries is approximately \$ 329,524.

LEGAL IMPACT:

NA

PROJECT SCHEDULE:

NA

M/WBE PARTICIPATION:

NA

ADMINISTRATIVE PLAN COMPLIANCE:

NA

RECOMMENDATION:

Authorize the attached FY2017 Elected Officials Salary schedule for Constables, Justices of the Peace, County Clerk, County Commissioners, County Judge, County Sheriff, County Treasurer, District Clerk, and Tax Assessor Collector, and direct the Office of Budget and Evaluation to place all necessary legal notices given written notices to all elected officials in a timely fashion.

RECOMMENDED BY:	Budget	PREPARED BY:	Erica Terrazas
		APPROVED BY DEPT HEAD:	Ryan Brown

**COURT ORDER
2016-0959**



FY2017 Elected Officials Salary

On a motion made by Commissioner Mike Cantrell, District 2, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 8/16/2016
FUNDING SOURCE: General Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the attached FY2017 Elected Officials Salary schedule for Constables, Justices of the Peace, County Clerk, County Commissioners, County Judge, County Sheriff, County Treasurer, District Clerk, and Tax Assessor Collector, and direct the Office of Budget and Evaluation to place all necessary legal notices given written notices to all elected officials in a timely fashion.

Done in open court August 16, 2016, by the following vote:

IN FAVOR: Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3

OPPOSED: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Elba Garcia, District 4

ABSTAINED: None

ABSENT: None

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September 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, Commissioners Court approved a six 6% salary increase on August 16, 2016 for all County Elected Officials (including Department Heads) Court Order#2016-0959. Dallas County Commissioners Court does hereby authorize the attached FY2017 Elected Officials Salary schedule for Constables, Justices of the Peace, County Clerk, County Commissioners, County Judge, County Sheriff, County Treasurer, District Clerk, and Tax Assessor Collector as well as all Department Heads.

WHEREAS, the annual cost to increase elected officials salaries is approximately \$329,524.; and

WHEREAS, Increasing the Salary Schedule for all Elected Officials and Department Heads (current and future) may assist with retention and recruiting.; and

WHEREAS, there is no fiscal impact to the Juvenile Department. However, for the County; the six percent (6%) increase for Elected Officials/Department heads is approximately \$329,524 increase for the County budget; and

WHEREAS, there will be no legal impact attributable to the approval of the increased salary schedule of the Chief Probation Officer of Dallas County. The Chief Probation Officer of the Dallas County Juvenile Department is an employee classification category that meets the ordered criterion.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the six percent (6%) increase in salary schedule approved by Commissioners Court for the Executive Director/Chief Juvenile Probation Officer for Dallas County. Commissioners Court approved the 6% FY17 salary increase in Commissioners Court on August 16, 2016, Court Order 2016-0959.

DONE IN OPEN BOARD MEETING this 26th day of September 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:

Judge Cheryl Lee Shannon
Chairman, Dallas County Juvenile Board

Commissioner John Wiley Price
Vice Chairman, Dallas County Juvenile Board



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

Date: September 26, 2016

To: Dallas County Juvenile Board

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

Re: Request to extend the existing Residential and Non-residential Services Contracts and to release Requests for Proposals (RFP) for Residential and Non-residential contracts services for FY2017.

Background of Issue

The Juvenile Department historically contracts with community-based programs to provide residential and non-residential services for the youth and families we serve.

The Department began FY2016 with the renewal of eleven (11) non-residential services contracts that were awarded under Request for Proposals (RFP) No. 2011-073-5568 (Order Nos. 2011-087 and 2012-019), RFP No. 2012-078-6081 (Order No. 2012-090) and RFP No. 2014-067-6449 (Order No. 2014-140). The Juvenile Board authorized renewal of those contracts for FY2016 on September 28, 2015 (Order No. 2015-117).

RFP No. 2011-073-5568 included language which allows those contracts to be automatically renewed for four (4) additional twelve (12) month periods. RFP No. 2012-078-6081 included language which allows the contracts to be automatically renewed for three (3) additional twelve (12) month periods. Thus, FY2016 is the final renewal year for contracts issued under RFP No. 2012-078-06081 and RFP No. 2011-073-5568.

Regarding the residential services contracts, the Department began FY2016 with sixteen (16) residential services contracts awarded under RFP Nos. 2011-080-5619 (Order No. 2011-099) and 2012-077-6080 (Order No. 2012-089). The Juvenile Board authorized renewal of those contracts for FY2016 on September 28, 2015 (Order No. 2015-116).

RFP No. 2011-080-5619 included language which allowed the contracts to be automatically renewed for four (4) additional twelve (12) month periods. RFP No. 2012-077-6080 included language which allowed those contracts to be automatically renewed for three (3) additional twelve month periods. Thus, FY2016 is the final renewal year for all contracts awarded under RFP No. 2011-080-5619 and RFP

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

No. 2012-077-6080.

Historically, the Juvenile Department has released RFPs through the Dallas County Purchasing Department. The RFP processes for new FY2017 residential and non-residential services contracts have been delayed due to the implementation of new RFP procedures. The existing contracts awarded under the above referenced RFPs will terminate on September 30, 2016. Thus, a contract extension is necessary to allow for time to complete the two (2) RFP processes and to avoid an interruption in services for the youth currently enrolled in those programs. The contract extension period will be October 1, 2016 – March 31, 2017.

The purpose of this briefing is to request authorization from the Juvenile Board to extend the existing residential and non-residential services contracts for the period of October 1, 2016 – March 31, 2017. In addition, the Juvenile Department is requesting authorization to release RFPs for residential and non-residential services for FY2017 contracts.

Impact On Operations And Maintenance

The Purchasing Department will facilitate the process for extending the existing contracts.

Juvenile Department staff will assist the Purchasing Department with the proposal release.

The Juvenile Department will evaluate the proposals and make recommendations for contract award. Contract Services will administer and monitor the contracts once approved. Probation officers will refer appropriate youth to the programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance

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

Legal Information

The RFPs are in the process of being drafted and approved by Contract Services and the Purchasing Departments. Upon completion, both documents will be submitted for review and approval by Ms. Denika Caruthers, Administrative Legal Advisor for the Juvenile Department.

Financial Impact/Considerations

Residential and Non-residential services contracts will be funded from the Juvenile Departments' 5110 budget, and grants provided by the Texas Juvenile Justice Department. The financial impact has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Performance Measures Impact

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

The Texas Juvenile Justice Department requires that grant recipients have performance goals and objectives included in all service provider contracts. The Department will set FY2017 performance goals and objectives based on FY2016 performance outcomes which include, but are not limited to, length of stay, successful program completion and recidivism criteria. The RFP respondents who are awarded a contract under this RFP will be notified of these targets and informed that their performance and individual evaluation scores will be the impetus in recommending contract renewal.

Project Schedule/Implementation

The Purchasing Department will brief the Dallas County Commissioners Court on the need to extend the residential and non-residential services contracts on October 4, 2016.

Contract Services and Purchasing are working together to finalize the schedule for the RFP processes.

In addition to allowing sufficient time to effectively and efficiently complete the RFP processes, the October 1, 2016 – March 31, 2017 contract extension period will allow youth involved in the contracted programs to discharge as scheduled, without an interruption in services/treatment.

M/WBE Information

The Juvenile Department’s standard RFP clearly indicates that Dallas County policy requires all proposers to complete and submit required M/WBE documentation. All M/WBE information will be scored by the County’s M/WBE Coordinator. Individual scores will be included in the total score for each proposer.

Recommendation

It is recommended that the Dallas County Juvenile Board approve the recommendations by the Juvenile Department to extend the existing residential and non-residential services contracts for the period of October 1, 2016 – March 31, 2017, and to release requests for proposals for new residential and non-residential services contracts for FY2017.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: September 26, 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 26th day of September, 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 historically contracts with community-based programs to provide residential and non-residential services for the youth and families that we serve; and

- WHEREAS,** FY2016 is the final contract year for the non-residential services contracts awarded under Request for Proposals (RFP) Nos. 2011-073-5568 and 2012-078-6081 and the residential services contracts awarded under RFP Nos. 2011-080-5619 and 2012-077-6080; and

- WHEREAS,** the existing contracts awarded under the above referenced RFPs will terminate on September 30, 2016; and

- WHEREAS,** the RFP processes for new FY2017 residential and non-residential services contracts have been delayed due to the implementation of new RFP procedures; and

- WHEREAS,** a contract extension is necessary to allow sufficient time to effectively and efficiently complete the two (2) RFP processes and to avoid an interruption in services to the youth and families currently enrolled in those contracted programs; and

- WHEREAS,** the contract extension period for the existing contracts will be October 1, 2016 – March 31, 2017; and

- WHEREAS,** RFPs soliciting bids for FY 2017 residential and non-residential services contracts are being drafted by Contract Services and the Purchasing Department and will be submitted to the Ms. Denika Caruthers, Administrative Legal Advisor for review and approval prior to release; and

- WHEREAS,** the proposals will be evaluated by a committee comprised of a multi-disciplinary team of Juvenile Department staff, representatives from external departments/entities including but not limited to the Criminal Justice Department, the Auditors’ Office and the Dallas County Minority/Women’s Business Enterprises office; and

WHEREAS, the Juvenile Department's Contract Services division will administer and monitor the contracts when the selection process is completed; and

WHEREAS, the residential and non-residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the recommendations of the Juvenile Department to extend the existing residential and non-residential services contracts for a period of October 1, 2016 – March 31, 2017, and to release requests for proposals for new residential and non-residential services contracts for FY2017.

DONE IN OPEN BOARD MEETING this 26th day of September, 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



PUBLIC HEARING FOR
ACADEMY FOR ACADEMIC
EXCELLENCE (AAE)

VI.



User: Karen.Ramos3
User Role: District

Rating Year:

2015-2016 Ratings Based on Fiscal Year 2015 Data - Charter School Status Detail

[Charter School Status Detail](#)
 [Indicator Detail Summary](#)
 [Determination of Ratings](#)

Size-Dependent Indicators

Name: ACADEMY FOR ACADEMIC EXCELLENCE(057814)	Publication Level 0: 7/19/2016 12:12:06 PM
Status: PASSED	Publication Level 1: 8/8/2016 3:42:39 PM
Rating: A - Superior	Publication Level 2: 8/8/2016 3:42:39 PM
Charter School Score: 100	
Passing Score: 31	Last Updated: 8/8/2016 3:42:39 PM

Options



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User: Karen.Ramos3
User Role: District

Rating Year: CDN: 057814

2015-2016 Ratings Based on Fiscal Year 2015 Data - Charter School Status Detail

Charter School Status Detail Indicator Detail Summary Determination of Ratings

Size-Dependent Indicators

ACADEMY FOR ACADEMIC EXCELLENCE(057814)

Status	Indicator Num	Indicator Description	Updated	Score
P	+1 1	Was the complete annual financial report (AFR) and charter school financial data submitted to TEA within 30 days of the November 27 or January 28 deadline depending on the charter school's fiscal year end date of June 30 or August 31, respectively?	7/19/2016 12:12:03 PM	YES
P	+1 2A	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	7/19/2016 12:12:03 PM	YES
	2B	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)	7/19/2016 12:12:03 PM	
P	+1 3	Was the charter school in compliance with the payment terms of all debt agreements at fiscal year end? (If the charter school was in default in a prior fiscal year, an exemption applies in following years if the charter school is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	7/19/2016 12:12:03 PM	YES
P	+1 4	Did the charter school make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and	7/19/2016 12:12:03 PM	YES

		other government agencies?		
P	+1 5	Was the total net asset balance in the Statement of Financial Position for the charter school greater than zero? (If the charter school's change of students in membership over 5 years was 10 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have a 10 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 10 percent increase in 5 years.)	7/19/2016 12:12:03 PM	YES
	6	Was the number of days of cash on hand and current investments for the charter school sufficient to cover operating expenses? The calculation will use expenses, excluding depreciation. For government charter schools, pension expense will be excluded.	7/19/2016 12:12:03 PM	10
	7	Was the measure of current assets to current liabilities ratio for the charter school sufficient to cover short-term debt?	7/19/2016 12:12:03 PM	10
	8	Was the ratio of long-term liabilities to total assets for the charter school sufficient to support long-term solvency? (If the charter school's change of students in membership over 5 years was 10 percent or more, then the charter school passes this indicator.) (New charter schools that have a negative net asset balance will pass this indicator if they have a 10 percent growth in students year over year until it completes its fifth year of operations. After the fifth year of operations, the calculation changes to the 10 percent increase in 5 years.)	7/19/2016 12:12:03 PM	10
	9	Did the charter school's revenues equal or exceed expenses, excluding depreciation? If not, was the charter school's number of days of cash on hand greater than or equal to 40 days? The calculation will use expenses, excluding depreciation. For government charter schools, pension expense will be excluded.	7/19/2016 12:12:03 PM	10
	10	Was the debt service coverage ratio sufficient to meet the required debt service?	7/19/2016 12:12:03 PM	10
	11	Was the charter school's administrative cost ratio equal to or less than the threshold ratio?	7/19/2016 12:12:03 PM	10
	12	Did the charter school not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the charter school will automatically pass this indicator.)	7/19/2016 12:12:03 PM	10
	13	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the charter school's AFR result in a total variance of less than 3 percent of all expenses by function?	7/19/2016 12:12:03 PM	10
	14	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	7/19/2016 12:12:03 PM	10
	15	Did the charter school not receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds as a result of a financial hardship?	7/19/2016 12:12:03 PM	10
				100 Weighted Sum

1
Multiplier
Sum
100 Score

† 1: must pass 1, 3, 4, 5 and 2A

Options



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charterfirst 3.0.1.9



User: Karen.Ramos3
User Role: District

Rating Year:

2015-2016 Ratings Based on Fiscal Year 2015 Data - Charter School Status Detail

Charter School Status Detail Indicator Detail Summary Determination of Ratings

Size-Dependent Indicators

A: Did The Charter School fail any of the critical indicators 1, 3, 4, 5 or 2A? If so, then the Charter School's rating is F for Substandard Achievement, regardless of points earned.

B: Determine the rating by the applicable number of points.

Rating	Points
Suspended	0-0
Undetermined	0-0
A - Superior	70-100
B - Above Standard	50-69
C - Meets Standard	31-49
F - Substandard Achievement	0-30

Options



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User: Karen.Ramos3
User Role: District

Rating Year: CDN:

2015-2016 Ratings Based on Fiscal Year 2015 Data - Charter School Status Detail

Charter School Status Detail Indicator Detail Summary Determination of Ratings

Size-Dependent Indicators

Indicator 11

ADA Size:	≥ 1,000	500-999	< 500	Points
	≤ 0.1401	≤ 0.1561	≤ 0.2645	10
	> 0.1401 and ≤ 0.1651	> 0.1561 and ≤ 0.1811	> 0.2645 and ≤ 0.2895	8
Threshold	> 0.1651 and ≤ 0.1901	> 0.1811 and ≤ 0.2061	> 0.2895 and ≤ 0.3145	6
Ratio	> 0.1901 and ≤ 0.2151	> 0.2061 and ≤ 0.2311	> 0.3145 and ≤ 0.3395	4
	> 0.2151 and ≤ 0.2401	> 0.2311 and ≤ 0.2561	> 0.3395 and ≤ 0.3645	2
	> 0.2401	> 0.2561	> 0.3645	0

Options



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DISCUSSION

ITEMS

VII



DISCUSSION

ITEM

Q.

Director's Report Academy for Academic Excellence (AAE): August 2016

Teachers reported back to work on Monday, August 8th, and we had a full week of staff development and training. Teachers worked hard to develop a strategic plan for raising academic performance.

Students returned to school on August 15th to decorated and engaging classrooms.

We have new staff that joined us for the 2016-2017 school year:

- Ms. Loreta Peebles – certified English/ESL
- Dr. Devinder Kaur – multiple certifications in math and science, ESL
- Ms. Ethel Curtis – certified generalist and special education
- Mr. George Clayton – certified English/ESL
- Ms. Solonya McKinney-Smith – certified Technology applications

AAE received a Superior rating from Charter First. The purpose of the financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), is to ensure that open-enrollment charter schools are held accountable for the quality of their financial management practices.

The School Board approved the purchase of nine video/audio cameras (April 2016) to be placed in special education classrooms throughout the District to comply with Senate Bill 507. All nine cameras were installed before the September 1st deadline.

Mr. Fred Jacobs, attendance clerk at Medlock was the employee of the month. Mr. Jacobs was recognized for his exemplary service, hard work, going above and beyond each and every day!

ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
August 2016

DR. JEROME MCNEIL DETENTION CENTER / AAE CAMPUS (001):

Latest Campus Enrollment

Total Enrollment	244
SPED - Total Students	57
ESL - Total Students	27

Instruction at a Glance

Students returned to school on August 15th. All content areas administered grade specific pre-tests during the first two weeks of school.

In English, the students wrote a five paragraph essay.

Students in Social Studies began the school year reviewing basic geography skills and process TEKS. The students created a tree map on the five (5) *Themes of Geography* including location, place, region, movement, human and environment interaction.

Ardis McCann, Campus Administrator

Sheterric Malone, Assistant Campus Administrator

DAY REPORTING CENTER - CAMPUS (002):

For the month of August, students were given new rules and expectations for the 2016-2017 school year. Pre-Assessment tests were given to gather data about the student's level in each core subject. Attendance was stressed as a key to being successful in class.

The Social Studies class created a graphic organizer on the five (5) *Themes of Geography* based on focus questions that relate to their geographical surroundings with illustrations and drawings to help identify specific information.

The ELAR class worked on reading for comprehension (sequencing, character development and main idea).

GED has eight (8) students currently enrolled. One student is only one test away from completing the program.

Christina Bradford, Assistant Campus Administrator

MEDLOCK/YOUTH VILLAGE CAMPUS – (003):

Latest Campus Enrollment

Total Enrollment	131
Medlock Students	68
Youth Village Students	53
Youth Village Youth Offenders	10
SPED - Total Students	39
Medlock SPED	23
Youth Village SPED	16
ESL – Total Students	21
Medlock ESL	15
Youth Village ESL	6

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

Instruction at a Glance

The STAAR EOC results have been reported to students and parents for July Summer Administration. A few students passed at least one of the required tests during the Summer Testing Administration, completing that requirement of their high school graduation requirement. Planned interventions are in place targeting students' areas of deficiency to prepare them for the Fall STAAR EOC Testing.

English Department – Youth Village

The English Department working in concert with the Special Education Department has created a library. Students are able to check out books throughout the week.

Aubrey Hooper, Campus Administrator

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):**Latest Campus Enrollment**

Total Enrollment	36
SPED Total Students	2
ESL Total Students	4

Instruction at a Glance

Students started class on August 15. For the month of August, students were given new rules and expectations for the 2016-2017 school year. Pre-Assessment tests were given to gather data about the student's level in each core subject. Attendance was stressed as a key to being successful in class.

Math

The students completed an *adjective name* activity as an ice breaker. The last two weeks the students have been reviewing and completing a foldable on natural numbers, whole numbers, integers, and rational/irrational numbers.

English

Students were given specific guidelines catered individually for their academic expectations in English. Students were introduced to the new grading policy and informed of a more rigorous expectation in learning.

Social Studies

Students are studying population distribution in the United States by creating and analyzing a map of the United States from the 1850's. The students shaded the map according to the population pattern that reflected the changes brought about by the *Homestead Act of 1860* (offering 160 acres of land to any family that paid a registration fee) and the *Dawes Act* that intended to assimilate Indians by turning them into farmers and landowners. One goal of this lesson is to enhance the students' understanding of how the frontier ended and how Native Americans were treated.

CATE

Pop Quiz-Computer Terms

Worksheet-Input/Output and ROM/RAM

Worksheet-Binary System, Operating System, and Computer Programming

Odysseyware Assignments

Campus Life at a Glance

SAU added a part-time teacher to the campus. One teacher attended *A Framework for Understanding Poverty* training this summer.

Christina Bradford, Assistant Campus Administrator

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

LETOT CAMPUS (005):

End of Month Campus Enrollment

Total Enrollment	10 shelter/15 RTC
SPED - Total Students	1 shelter/2 RTC
ESL - Total Students	3 shelter/2 RTC

Instruction at a Glance

Staff began the year with two new staff members: **Ms. Ethel Curtis** who will teach PE and provide inclusion support, and **Dr. Devinder Kaur** who will teach Math/Science in the shelter program.

Teachers began the year with professional development sessions in content areas and completed compliance videos through the online Edivate program.

- Pre-tests were developed by each content area to assess students when they come in before school records may be received or to determine present levels of functioning.

Campus Life at a Glance

RTC

- The students do morning announcements using the PA system for the entire wing. Daily announcements including the pledges, history fact, motivational quotes and even music kick off each day. All girls are given the opportunity to be in the rotation. Teacher leader - Ms. Curtis.

Shelter

- Students will be able to do Science labs and use educationally supportive computer programming in the computer lab once a week with a certified, experienced Science Teacher, Dr. Kaur.

Sheri Flinn, Assistant Campus Administrator

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments	
Student Enrollment as of August 2016:	District Total Enrollment: 447
District Average Attendance	432 (96.64%)
District Special Education Student Population	110 (24.61%)

CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	251	3	133	33	27
New Students	311	14	140	46	34
Withdrawals	67	1	9	9	9
Avg. Daily Attendance	244	2	132	28	26
Avg. Daily Enrollment	251	3	133	33	27
Attendance Average	97.21%	66.67%	99.25%	84.85%	96.30%

Demographics

CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	40	(16.39%)	01	(06.67%)	00	(0.0%)	07	(19.44%)	21	(84.00%)
Male	204	(83.61%)	14	(93.33%)	131	(100%)	29	(80.56%)	04	(16.00%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	2		0		0		0		1	
6	16		2		4		0		1	
7	34		1		21		3		3	
8	35		3		9		3		1	
9	95		7		65		22		11	
10	43		1		26		6		4	
11	16		1		4		1		4	
12	3		0		2		1		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	2		0		2		0		1	
12	4		0		3		0		1	
13	15		0		5		0		1	
14	28		2		20		4		5	
15	59		2		33		7		7	
16	82		4		43		14		7	
17	52		5		25		11		3	
18+	2		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	99	(40.57%)	2	(13.33%)	63	(48.09%)	3	(08.33%)	15	(60.00%)
Caucasian	22	(09.02%)	1	(06.67%)	15	(11.45%)	3	(08.33%)	1	(04.00%)
Hispanic	120	(49.18%)	12	(80.00%)	51	(38.93%)	29	(80.56%)	8	(32.00%)
Native American	1	(00.41%)	0	(00.00%)	1	(00.76%)	1	(02.78%)	1	(04.00%)
Other/Asian	2	(00.82%)	0	(00.00%)	1	(00.76%)	0	(00.00%)	0	(00.00%)

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



ACTION ITEMS

VIII.



ACTION ITEM

R.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Approval to Purchase Edmentum License for Tracking Performance of Long-Term Students in Reading and Math

Background of Issue:

The Academy for Academic Excellence (AAE) must provide annual data on Title I, Part D, Subparts 1 and 2 on the Academic Performance of Long-term Students in Reading and Math. To comply with the grant, AAE is requesting approval to purchase Accucess through Edmentum. Accucess is an adaptive, diagnostic assessment that efficiently identifies student's grade levels in reading and math. The data is used to evaluate student knowledge and skills before beginning instruction. To comply with the requirements of the Title I, Part D, Subparts 1 and 2 of the grant, this data can be used to report the performance as indicated in the grant.

- **Academic Performance of Long-Term Students: Reading**
- **Academic Performance of Long-Term Students: Math**

Impact on Operations and Maintenance:

AAE currently has an agreement with Edmentum (approved by the Charter School Board on November 23, 2015) for their ESL ReadingSmart (Court Order #2016-071). ESL ReadingSmart is a standards-based, online learning program designed to accelerate English language development and support academic success.

Edmentum's Assessments Accucess is an adaptive intervention solution which provides the tools to easily create a targeted intervention program using individualized, data-driven instruction to address the needs of all students. AAE is requesting approval to purchase Accucess to track the academic performance of our long-term students (\$3,600: \$1800 for Math and \$1800 for Reading to be used in the 2016-2017 school year, FY'17).

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 and assisting with academic growth.

Legal Information:

The Edmentum agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor with all appropriate attachments.

Financial Impact/Considerations:

The purchase of Accucess will be paid from Title I, part A (7502). AAE will use the anticipated rollover funds, which is estimated to be about \$50,000.00, to cover the cost of Accucess. This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager.

Performance Impact Measures:

The Accucess program is an adaptive, diagnostic assessment that quickly and efficiently assesses students in their grade level in reading and math through:

- Accurately assessing students.
- Automatically prescribing rigorous content to personalize learning.
- Evaluating student knowledge and skills before beginning instruction.
- Identifying target areas needing special emphasis for an individual student or for small group instruction.

This data is used solely to ensure compliance with Title I grant guidelines by tracking academic performance of our long-term students.

Project Schedule/Implementation:

Accucess will be implemented during the 2016-2017 school year, after Board approval.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the purchase of the Accucess program through Edmentum for tracking academic performance of our long-term students in reading and math.

Recommended by:



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



Date: 8/11/2016
 Order Number: 10422551
 Revision: 4
 Order Form Expiration Date: 11/28/2016

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 439547
 Customer Name: Dallas County Juvenile Department Educational Services
 Billing Address: 509 Main St Ste 407
 Dallas, TX 75202

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
Edmentum Adaptive Intervention Solution - Program License 100 Students	1	8/30/2016	8/29/2017	12	\$2,500.00	\$2,500.00
Edmentum Assessments Accuaccess	1	8/30/2016	8/29/2017	12	\$0.00	\$0.00
Edmentum Assessments STAAR Test Pack	1	8/30/2016	8/29/2017	12	\$0.00	\$0.00
Edmentum Assessments National Science Test Pack (NGSS)	1	8/30/2016	8/29/2017	12	\$0.00	\$0.00
Edmentum Intervention Small Program Training Package - Services Delivery Year: Year 1	1	***	***		\$1,100.00	\$1,100.00
Subtotal:						\$3,600.00

Subtotal:	\$3,600.00
Estimated Tax:	\$0.00
Total US Funds:	\$3,600.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) with respect to all other licenses, promptly after we have accepted your signed Order Form, we will confirm to you the applicable Start Date for your software license(s).

*** Services are purchases with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.

Order Notes

This purchase includes any state specific courses where applicable.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | www.edmentum.com





Date: 8/11/2016
 Order Number: 10422551
 Revision: 4
 Order Form Expiration Date: 11/28/2016

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): _____
 Title: _____
 Date: _____



ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: September 26, 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 26th day of September 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, the Academy for Academic Excellence (AAE) must provide annual data on Title I, Part D, Subparts 1 and 2 on the Academic Performance of Long-term Students in Reading and Math. To comply with the grant, AAE is requesting approval to purchase Accucess through Edmentum. Accucess is an adaptive, diagnostic assessment that efficiently identifies student’s grade levels in reading and math. The data is used to evaluate student knowledge and skills before beginning instruction. To comply with the requirements of the Title I, Part D, Subparts 1 and 2 of the grant, this data can be used to report the performance as indicated in the grant:

- **Academic Performance of Long-Term Students: Reading**
- **Academic Performance of Long-Term Students: Math;** and

WHEREAS, AAE currently has an agreement with Edmentum (approved by the Charter School Board) for their ESL ReadingSmart (Court Order #2016-071). ESL ReadingSmart is a standards-based, online learning program designed to accelerate English language development and support academic success; and

WHEREAS, Edmentum’s assessment Accucess is an adaptive intervention solution which provides the tools to easily create a targeted intervention program using individualized, data-driven instruction to address the needs of all students. AAE is requesting approval to purchase Accucess to track the academic performance of our long-term students (\$3,600 for the 2016-2017 school year); 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 assisting with academic growth; and

WHEREAS, the Edmentum agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor with all appropriate attachments; and

WHEREAS, the purchase of Accucess will be paid from Title I, part A (7502). AAE will use the anticipated rollover funds, which is estimated to be about \$50,000.00, to cover the cost of Accucess. This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and

WHEREAS, the Accucess program is an adaptive, diagnostic assessment that quickly and efficiently assesses students in their grade level in reading and math through:

- Accurately assessing students.
- Automatically prescribing a rigorous content to personalize learning.
- Evaluating student knowledge and skills before beginning instruction.
- Identifying target areas needing special emphasis for an individual student or for small group instruction.

This data is used solely to ensure compliance with grant guidelines by tracking academic performance of our long-term students; and

WHEREAS, Accucess will be implemented during the 2016-2017 school year, after Board approval; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the purchase of the Accucess program through Edmentum.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the purchase of Edmentum License for Tracking Academic Performance of Long-Term Students in Reading and Math.

DONE IN OPEN BOARD MEETING this 26th day of September, 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



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: September 26, 2016

To: Academy for Academic Excellence Charter School Board

From: Dr. Terry S. Smith, Director

Subject: Professional Service Agreement between Region 10 Education Service Center and the Academy for Academic Excellence to Purchase an Additional Feature for Texas Computer Cooperative TxEIS Data Center Hosting

Background of Issue:

On July 25, 2016, the Charter School Board approved the Academy for Academic Excellence (AAE) FY17 Budget (Board Order #2016-071). This budget included, as previous budgets, the use of TxEIS – a student information management system supported by Region 10 Education Service Center. In the past, AAE has purchased the *TxEIS Student System* which includes modules such as student registration, attendance accounting, grade reporting, graduation plan, test scores, historical system, and scheduling and security administration.

The purpose of this brief is to request the purchase of an additional feature for \$3,422.28 after input and approval from Information Technology (IT) Department (Stanley Victrum - Chief Information Officer, IT Services, Adeeb Hyder - Assistant Chief IT Services, Keith Eatwell – IT Service Team Lead, Richard Ballard - Software Support Manager, IT Services, and Aaron Rausche - IT Enterprise, Security Officer, IT Services). This feature includes a hosting service through Texas Computer Cooperative (TCC) TxEIS Data Center Hosting and Region 10 Education Service Center. This includes software and hardware to run databases and applications for TxEIS and txSuite, backups, as well as non-county staff needed to apply TxEIS releases and updates. New features include:

- Updates are performed by the Data Center
- Updates are immediate
- Incremental backups (hourly)

Impact on Operations and Maintenance:

TxEIS is a State-sponsored student information system. The system collects and reports education data. Having Region 10 host the TxEIS program will greatly reduce the time spent by various Dallas County Juvenile Department staff in completing critical updates needed to comply with data submissions to the Texas Education Agency (TEA).

The TCC TxEIS Data Center Hosting cost is \$3,422.28 for this new hosting feature. The total cost for the TxEIS Student System and new hosting feature is \$31,407.28 to be paid from State Aid (7500).

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

Strategic Plan Compliance:

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

Legal Information:

The Agreement has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager.

Performance Impact Measures:

Information Technology (IT) Department (Stanley Victrum - Chief Information Officer, IT Services, Adeeb Hyder - Assistant Chief IT Services, Keith Eatwell – IT Service Team Lead, Richard Ballard - Software Support Manager, IT Services, and Aaron Rausche - IT Enterprise, Security Officer, IT Services) have reviewed and approved the specifications of the performance and security requirements for Dallas County and TCC TxEIS Data Center Hosting for AAE.

Project Schedule/Implementation:

The term of this Agreement will begin after Board approval.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Professional Service Agreement between Region 10 Education Service Center and the Academy for Academic Excellence for TCC TxEIS Data Center Hosting.

Recommended by:



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

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

Academy for Academic Excellence SERVICES AGREEMENT

Signature Page

This Services Agreement (this "**Services Agreement**") is entered into as of the ____ day of _____ 20_16_ (the "**Effective Date**"), by **ACADEMY FOR ACADEMIC EXCELLENCE**, a Texas LEA (together with its Affiliates), and Education Service Center, REGION 10 a member of the Texas Computer Cooperative ("TCC," or "**Licensor**").

This Services Agreement sets forth the terms and conditions under which **ESC Region 10** will provide the Deliverables (as defined herein). **ESC Region 10** agrees to be bound by the terms and conditions of this Services Agreement, and the Master Services Agreement between the TCC and TEA. Any deviations from the terms and conditions of the Master Services Agreement are explicitly included in this SLA.

This Services Agreement consists of this signature page and the following documents:

Terms and Conditions

Exhibits:

Exhibit I: Commitment Form/Contract for Professional Services
Exhibit II: Baseline Plan (once approved by both parties)
Exhibit III: Maintenance and Support Agreement

This Services Agreement may be supplemented through the execution and delivery by both parties of supplemental Exhibits for the addition, deletion, or modification of Deliverables covered by the Services Agreement, and all supplemental Exhibits shall also be part of this Services Agreement.

By executing this signature page, **Academy for Academic Excellence** and **ESC Region 10** acknowledge that they have reviewed this Services Agreement, including all Exhibits, and agree to be legally bound by its terms and conditions.

[The remainder of this page is intentionally left blank]

Academy for Academic Excellence

ESC REGION 10

By: _____
Name: Karen Ramos
Title: Superintendent

By: _____
Name: Pete Coffey
Title: Director Information Services

By: _____
Name: Judge Cheryl L. Shannon, President
School Board

Notices to [ESC/TCC NAME]:

Academy for Academic Excellence
1673 Terre Colony Court
Dallas, TX 75212

Dallas County:

By: _____
Name: Clay Jenkins
Title: Dallas County Judge

TERMS AND CONDITIONS

The following Terms and Conditions ("**Terms and Conditions**") are common to this Services Agreement, including all Exhibits, amendments, additional Baseline Plans, Maintenance and Support Agreements, and POs that may be entered into between **Academy for Academic Excellence** and **ESC Region 10** in the future.

1. Definitions.

"**Affiliate**" means a legal entity controlling, controlled by or under common control with another party. The term "control" shall mean the power to direct the actions and policies of the Affiliate or ownership of a controlling beneficial interest in the Affiliate.

"**Confidential Information**" means, subject to the provisions of Section 6(e), (i) with respect to **ESC Region 10**, information of **ESC Region 10** or its suppliers and licensors that is of value to its owner and is treated by its owner as confidential, including Intellectual Property Rights, information concerning any software, services or products, operating procedures, pricing, methods of doing business, mailing lists, customer lists, lists of prospective customers or accounts, financial data, plans, suppliers, and any other information marked in writing as "Confidential;" and(ii) with respect to **Academy for Academic Excellence**, information of **Academy for Academic Excellence** or its suppliers and licensors that is of value to its owner and is treated by its owner as confidential, including Intellectual Property Rights, operating procedures, information concerning any software, services, products, or contracts regarding **Academy for Academic Excellence's** legal, financial or accounting information, its staff, staff compensation, consultants, students (including demographic data, grades, credits, transcripts, scheduling, attendance, enrollment history, GPAs, class rankings, discipline data, free and reduced lunch data, transportation data and special education data), and all information protected by the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Family Educational Rights and Privacy Act ("**FERPA**"), any other applicable privacy laws governing **Academy for Academic Excellence**, and any other information marked in writing as "Confidential."**Deliverables**" means all items that **ESC Region 10** is required to deliver under this Services Agreement, as described in the Response, the Baseline Plan, the Maintenance and Support Agreement, and the Purchase Orders or in any future related Baseline Plans, Purchase Orders and PCRs that the parties agree to in the future.

"**Exhibit**" means all exhibits attached to this Services Agreement and identified on the signature page as an exhibit, and all exhibits signed by both parties and attached to this Services Agreement in accordance with its terms following the Effective Date.

"**Fees**" means the fees and expenses to be paid to **ESC Region 10** by **Academy for Academic Excellence** as set forth in the Master Services Agreement, Exhibit A-7, LEA Pricing.

"**Intellectual Property Rights**" means all rights with respect to copyrights, trademarks, trade secrets, patents, and all other intellectual property rights of any nature whatsoever.

"**Services Agreement**" means the Signature Page, these Terms and Conditions, each of the Exhibits and all exhibits agreed to by the parties following the Effective Date.

"**Initial Purchase Order**" means the purchase order attached to the Services Agreement which sets out the pricing for the Baseline Plan, any Third Party Software that **ESC Region 10** is re-selling to **Academy for Academic Excellence**, and the services provided in connection with Implementation Services as set forth in the Master Services Agreement, Exhibit A-7 LEA Pricing.

"**Services Purchase Order**" means the Purchase Order to be attached following the completion of the Baseline Plan, which sets out the subscription cost and any optional support agreed to by the LEA.

"**Purchase Order**" or "PO" means the Initial Purchase Order and the Services Purchase Order, and any subsequent purchase orders issued by **Academy for Academic Excellence**, each of which shall become an exhibit to this Services Agreement.

"**Products**" means all items provided or required to be provided to **Academy for Academic Excellence** by **ESC Region 10** under this Services Agreement.

"**Services**" means all work performed (or required to be performed) for **Academy for Academic Excellence** by **ESC Region 10** as set forth in this Services Agreement, including all Implementation Services, Training Services, and

Maintenance and Support Services, and including any other services that **ESC Region 10** agrees to provide to **Academy for Academic Excellence** following the Effective Date.

"**Software**" means any computer programs, together with input and output for formats, program listings, narrative descriptions, operating instructions, and supporting documentation, including any enhancements, translations, modifications, updates, and new releases.

"**Third Party**" means any natural person or legal entity other than **ESC Region 10** and **Academy for Academic Excellence**.

2. **Deliverables.** **ESC Region 10** will provide the Deliverables to **Academy for Academic Excellence** on or prior to the dates set forth in the Baseline Plan, the Maintenance and Support Agreement, and any approved PCRs.
3. **Fees and Expenses.** As compensation for subscription pricing and optional field services support, **Academy for Academic Excellence** shall pay **ESC Region 10** the Fees set forth in the attached Exhibit 1, Commitment Form/Contract for Professional Services and/or Exhibit III, Maintenance and Support Agreement. **Academy for Academic Excellence** shall also reimburse **ESC Region 10** for reasonable expenses (including travel expenses) at the standard rates established by the state comptroller's office, on submission by **ESC Region 10**. Unless otherwise set forth in this Services Agreement, all undisputed Fees and expenses are due within 30 days of receipt by **Academy for Academic Excellence** of an invoice.
4. **Independent ESC Region 10; No Authority.** **ESC Region 10** is an independent contractor. This Services Agreement is not intended in any manner to and does not create the relationship of principal and agent between the parties, nor shall this Services Agreement be deemed to establish a partnership or joint venture. Neither party shall have the power, express or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment-related taxes, and shall maintain its own workers' compensation and general liability insurance.
5. **Change Control.** If either party desires any changes to be made to the Baseline Plan or the Maintenance and Support Agreement, the proposed changes shall be managed through the project managers of each party.
 - (a) If **Academy for Academic Excellence** requests a change, then **Academy for Academic Excellence** shall deliver to **ESC Region 10's** project manager a written request, describing the requested change and the rationale for the change. **ESC Region 10** will then develop and deliver to **Academy for Academic Excellence**, within 10 days of receiving the request, a proposed Project Change Request ("PCR") that sets forth in detail the scope of the proposed change, the proposed delivery date, the proposed testing period, the effect on other Deadlines, the costs to deliver the Products and Services described in the PCR, and any other anticipated effect on other parts of the overall project. Before sign-off by both parties, the finalized delivery date and the testing period will be added to the PCR.
 - (b) If **ESC Region 10** proposes a change, then **ESC Region 10** will develop and deliver to **Academy for Academic Excellence** a proposed PCR with the same information.
 - (c) Upon receipt of a PCR, the parties will work together to reach an agreement as to the scope and other terms of the PCR. However, **Academy for Academic Excellence** may, in its sole discretion, decline to consider any PCR that requires payment of any additional money or significant time of **Academy for Academic Excellence** staff.
 - (d) A PCR shall be effective and shall be an amendment to this Services Agreement only when signed by an authorized representative of each party.
6. **Confidentiality.**
 - (a) Each party (as applicable, a "**Disclosing Party**") acknowledges that, except as otherwise provided by law, all Confidential Information disclosed to the other party (the "**Receiving Party**") pursuant to this Services Agreement is owned by the Disclosing Party. This Services Agreement shall not be deemed to vest in either party any rights to the Confidential Information of the other party. Each party shall keep the Confidential Information strictly confidential and prevent the unauthorized use, disclosure, or publication thereof, whether negligent, inadvertent or otherwise. Each party shall prevent unauthorized

access to the Confidential Information and shall permit access only to those persons authorized to work on the matter to which the Confidential Information relates. The non-disclosure obligations shall continue after the termination of this Services Agreement.

- (b) Each party consents to the disclosure of the other party's Confidential Information to those employees, contractors and consultants who have a need to know such information in order to comply with the terms of this Services Agreement.
 - (c) Certain Confidential Information, including Confidential Information protected by FERPA, may be provided to **ESC Region 10** in an encrypted, password protected, electronic format as necessary to enable **ESC Region 10** to provide the Deliverables. **ESC Region 10** shall maintain such Confidential Information in the format described in this Section 6(c) and in a secure environment as may be verified through security audits. **ESC Region 10** acknowledges its understanding that any unauthorized disclosure of confidential student information is a violation of HIPAA and FERPA, and it shall not permit such a disclosure to occur.
 - (d) On termination of this Services Agreement, either party may make a written request for return of any Confidential Information, and within five days after such request, the other party shall deliver to the requesting party: (a) all materials furnished to the Receiving Party by the Disclosing Party; and (b) all tangible media of expression in the Receiving Party's possession or control which incorporate or include any Confidential Information of the requesting party. In addition, the Receiving Party shall permanently delete any of the Disclosing Party's Confidential Information that is electronically stored on all equipment under its control. A Receiving Party shall, within five days of written request, provide the Disclosing Party with written certification of the Receiving Party's compliance with its obligations under this Section 6.
 - (e) Except to the extent that confidentiality is required by law, the provisions of this Section do not apply to the extent that: (i) the information communicated was already known to the Receiving Party, without any obligation to keep it confidential, at the time of the Receiving Party's receipt of the information; (ii) the information communicated was received in good faith from a Third Party lawfully in possession of the information and having no obligation to keep it confidential; (iii) the information communicated was publicly known at the time of receipt or has become publicly known other than by a breach of this Services Agreement; (iv) the information was independently developed without reference to the Confidential Information; or (v) the Receiving Party is ordered by an administrative agency or other governmental body of competent jurisdiction (including a request under the Texas Open Records Act or similar law or regulation) to disclose the Confidential Information; provided, however, the Receiving Party will attempt to notify the Disclosing Party prior to disclosure in order to give the Disclosing Party a reasonable opportunity to seek an appropriate protective order, and the Receiving Party shall disclose only that portion of the Confidential Information that it is required to disclose under an administrative or other governmental order. **ESC Region 10** acknowledges that all public contracts, including contract addenda, are a matter of public record and that all requests for **Academy for Academic Excellence** information shall be left to the ruling of the office of the Attorney General for the State of Texas.
- 7. Privacy.** **ESC Region 10** acknowledges that the Deliverables provided to **Academy for Academic Excellence** under this Services Agreement may include the transfer of personally identifiable student information and confidential employee information and agrees to abide by all laws relating to confidentiality of student data. **Academy for Academic Excellence** shall notify **ESC Region 10** when student information is no longer needed for the purposes for which it was made available to the TCC, and the TCC shall destroy such information in compliance with Section 6(d), as if this Services Agreement had been terminated.
- 8. Injunctive Relief.** Breach of certain of the obligations in this Services Agreement, including Sections 4, 6, 7, 9, and 13 through 16 of these Terms and Conditions, as well as breach of certain other provisions of this Services Agreement, would cause irreparable damage to **Academy for Academic Excellence** and therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party shall be liable to the other under this Services Agreement if there is any breach by a party or its Affiliates, or by their respective employees, contractors, consultants, auditors, agents or representatives.

9. Indemnification.

- (a) TCC shall protect and to the extent permitted by law indemnify **Academy for Academic Excellence** from and against all claims, damages, judgments and losses arising from infringement or alleged infringement of any Intellectual Property Rights arising by or out of: (i) the use of the Deliverables in accordance with the terms of this Services Agreement; (ii) the use by the TCC of any item; or (iii) the use by **Academy for Academic Excellence**, at the direction or with the approval of TCC, of any item. Upon becoming aware of a suit or threat of suit for infringement, **Academy for Academic Excellence** shall promptly notify **ESC Region 10**. However, **Academy for Academic Excellence's** failure to provide prompt notice will not excuse TCC from its indemnification obligations except to the extent that TCC was materially prejudiced by such failure. If litigation arises alleging infringement by **Academy for Academic Excellence**, **Academy for Academic Excellence** shall cooperate reasonably with TCC, at TCC's expense, to defend the litigation. In addition, **Academy for Academic Excellence** shall be entitled, in connection with any litigation, to be represented by its own counsel, at its own expense (unless a conflict of interest between TCC and **Academy for Academic Excellence** exists, in which case, TCC will pay the cost of separate counsel for **Academy for Academic Excellence**). TCC shall have the right to enter into negotiations for and the right to effect settlement or compromise of any action, except that TCC must consent in writing to any settlement that requires payment of money or other affirmative action by **Academy for Academic Excellence**.
- (b) To the fullest extent permitted by applicable law, TCC and its officers, directors, agents, partners, employees, and consultants (collectively, the "**Indemnitors**") shall indemnify, protect, defend with counsel approved by **Academy for Academic Excellence**, and hold harmless **Academy for Academic Excellence**, members of its Board of Trustees, representatives, and their respective officers, directors, board members, partners, employees, and agents (collectively, "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorneys' fees, of any nature, kind, or description of any person or entity, arising out of, caused by, or resulting from the use of the Deliverables pursuant to this Services Agreement, or the breach of a representation or warranty contained in this Services Agreement to the extent such damages are caused by the negligence or the omission of the Vendor only. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right that **Academy for Academic Excellence** or any Indemnitee has by law or otherwise.
- (c) Vendor's liability under this Section 9 shall be limited to the amounts paid by **Academy for Academic Excellence** to Vendor pursuant to this Services Agreement.

10. Warranty. **ESC Region 10** warrants and represents that: (i) it will provide the Services in a good, workmanlike and professional manner, consistent with standards in the industry, and as described in this Services Agreement, including the Baseline Plan, the Maintenance and Support Agreement, the POs, and any approved PCRs; (ii) the Deliverables will conform to the descriptions in this Services Agreement, including the Baseline Plan, the Maintenance and Support Agreement, the POs and any approved PCRs; and (iii) it is not a party to any dispute with customers relating to the performance of the Service or Professional Services relating to the Service. **ESC Region 10** does not disclaim any warranties, express or implied, with respect to any Deliverable, including but not limited to a warranties of merchantability and fitness for a particular purpose, and affirmatively warrants that the Deliverables are merchantable and are fit for the purpose described in the Request, the Response, and the Documentation.

THE ABOVE AND FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED RELATING TO VENDOR'S OBLIGATIONS FOR THE SERVICES. THE ABOVE AND FOREGOING WARRANTIES ARE LIMITED TO THE AMOUNTS PAID BY **Academy for Academic Excellence** TO VENDOR FOR THE SERVICES.

11. Term and Termination.

- (a) **Term.** This Services Agreement shall begin on the Effective Date and continue in force for so long as any Exhibit to this Services Agreement remains in effect or until terminated in accordance with its terms.

(b) **Termination.**

- (i) **Academy for Academic Excellence** may terminate this Services Agreement or any Exhibit at any time, without cause, upon 30 days written notice to **ESC Region 10**.
- (ii) Subject to Section 10 of the License Agreement, **ESC Region 10** may terminate this Services Agreement at any time on 60 days written notice to **Academy for Academic Excellence** if there is no outstanding work to be performed under any Professional Services Agreement, Baseline Plan, Maintenance and Support Agreement, or Purchase Order.

(c) **Survival.** Sections 1, 3, 4, and 6 through 16 shall survive the termination of this Services Agreement.

12. Reference Account. TCC may not use **Academy for Academic Excellence** as a reference without **Academy for Academic Excellence's** prior written consent which may be granted or withheld in **Academy for Academic Excellence's** sole discretion.

13. Use of Academy for Academic Excellence Marks. Without **Academy for Academic Excellence's** prior written approval, TCC may not use, reproduce, display or transmit **Academy for Academic Excellence's** name, logo, trademarks or service marks for any purpose. All permitted use of **Academy for Academic Excellence's** logos, marks and names shall be in accordance with **Academy for Academic Excellence's** standards and specifications, which standards and specifications shall be provided to **ESC Region 10** upon request to **Academy for Academic Excellence** by **ESC Region 10**.

14. Compliance With Laws. Each party will strictly comply with all applicable laws and regulations, including without limitation, FERPA and HIPAA and all other applicable privacy laws and regulations governing educational institutions and agencies, relating in any way to its performance under this Services Agreement and the provision and use of the Deliverables. This obligation includes the obligation to obtain all necessary licenses or permits and any other governmental and non-governmental approvals necessary for the provision or use of the Deliverables. **ESC Region 10** is knowledgeable about privacy laws and regulations governing educational institutions and agencies, including FERPA and HIPAA, and will maintain systems at an industry accepted standard of security to prevent unauthorized access to personally identifiable student information and confidential employee information.

15. Record Keeping.

- (a) **ESC Region 10** shall maintain accurate contractual and financial records relevant to this Services Agreement for a period of four years after final payment under this Services Agreement. **ESC Region 10** shall permit an authorized representative of **Academy for Academic Excellence** or its designee or both at any reasonable time to inspect or audit all data, in whatever form or format.
- (b) **Academy for Academic Excellence** shall have the full right to audit and review (i) **ESC Region 10's** records relating to contracts and billing; (ii) **ESC Region 10's** work-in-progress; and (iii) **ESC Region 10's** adherence to the licensing requirements under this Services Agreement, whether at **ESC Region 10's** premises, at **Academy for Academic Excellence's** premises or wherever the work is being performed, in order to ascertain or confirm the quality, completeness or timeliness of the work, adherence to the schedule, and any related matters.

16. General Provisions.

- (a) **Amendment; Entire Agreement; Waiver.** This Services Agreement may not be amended except by a writing signed by an authorized representative of both **Academy for Academic Excellence** and **ESC Region 10**. This Services Agreement supersedes all prior agreements, and is the only agreement between **Academy for Academic Excellence** and **ESC Region 10**, either oral or in writing (except to the extent this Services Agreement or a prior document specifically provides that some or all of that document survives a later agreement). Any waiver of any terms or conditions of this Services Agreement by **Academy for Academic Excellence** shall not be construed as a continuing waiver but shall only apply to the particular matter involved.

- (b) **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to acts of nature, labor disputes, changes in law, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control. However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
- (c) **Notices.** Any notice required or permitted by this Services Agreement shall be in writing and may be delivered personally, by facsimile or email, overnight delivery or mail, at the party's address set forth on the signature page. Any notice will be effective only upon actual receipt by the party, except that, in the case of notice by mail, notice shall be deemed received on the earlier of: (i) actual receipt; or (ii) five days following deposit in the United States mail, postage prepaid, and properly addressed.
- (d) **Governing Law; Venue; Legal Fees.** This Services Agreement, and any dispute relating to this Services Agreement shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other state. The courts within the State of Texas shall have exclusive jurisdiction over all disputes pertaining to this Services Agreement, and venue for all disputes shall be in Bexar County, Texas. If litigation arises between the parties relating to this Services Agreement, the prevailing party shall be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.
- (e) **Assignment.** ESC Region 10 may not assign this Services Agreement or delegate its obligations under this Services Agreement to any person or entity without the prior written consent of **Academy for Academic Excellence**, and any purported assignment or delegation in contravention of this Section shall be void *ab initio*. This Services Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- (f) **Severability.** If any provision of this Services Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall be severed from the remainder of this Services Agreement, and the remainder of this Services Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.
- (g) **No Third Party Beneficiaries.** This Services Agreement is for the sole benefit of **Academy for Academic Excellence** and **ESC Region 10**, and no Third Parties, including students, parents, guardians, and **Academy for Academic Excellence's** teachers and other employees, shall be entitled to enforce the provisions of this Services Agreement or to receive damages or other relief under this Services Agreement.
- (h) **Authority.** Each party represents to the other that: (i) the individuals executing this Services Agreement on its behalf have the power and authority to execute, deliver and perform this Services Agreement and to consummate the transactions contemplated by this Services Agreement; (ii) its execution, delivery and performance of this Services Agreement and the consummation by it of the transactions contemplated by this Services Agreement have been duly authorized by all necessary action on its part; (iii) this Services Agreement has been duly and validly executed and delivered and constitutes the valid and binding obligation of each party, enforceable against each party in accordance with its terms; and (iv) the execution, delivery and performance of this Services Agreement and the consummation of the transactions contemplated by this Services Agreement will not, with or without the giving of notice or the lapse of time, or both: (A) require the consent of any Third Party, conflict with or cause breach or default under any agreement, (B) violate any provision of any law, rule or regulation to which such party is subject, or (C) violate any order, judgment or decree applicable to such party; except, in each case, for violations which in the aggregate would not materially hinder or impair the consummation of the transactions contemplated by this Services Agreement.
- (i) **Construction.** Pronouns shall be construed to include the masculine, feminine, neuter, singular or plural as the identity of the antecedent shall require. This Services Agreement has been the subject of arm's-length negotiations and each party has had the opportunity to consult with its own attorney; therefore, it shall be construed as though drafted equally by both parties. If a conflict exists between any provisions of this Services Agreement, it shall be construed to give **Academy for Academic Excellence** the maximum rights to receive the Deliverables if **ESC Region 10** fails to comply with its obligations to **Academy for Academic Excellence**. The headings in this Services Agreement are for

convenience only and shall not be considered in its interpretation. References to Exhibits and Sections are to Exhibits and Sections of these Terms and Conditions unless otherwise indicated. All Exhibits are incorporated into this Services Agreement as if set forth herein in full.

17. Availability of Services.

Customer Support Services. ESC Region 10 will have support staff on-site in ESC Region 10 facilities during normal business support hours. Customer Support Services enable timely and effective delivery of requested services by applying a consistent approach for identifying, categorizing, routing, and resolving requests. The Service Desk System provides for intake, tracking, and escalation of hosting, application, and network-related system questions, problems, requests, and changes submitted by ESC authorized Users. The ESC authorized Users will serve as the first point of contact for LEA End Users and will attempt to provide needed assistance and resolve all issues. If they cannot provide the needed assistance or resolve the issue, they will contact the Vendor Level 2 Support, who will forward hosting, application, and network-related requests to the appropriate Vendor service group for resolution, based on priority and urgency.

(a) Immediate incident resolution may not be available at the time an incident is called in to Customer Support. **Academy for Academic Excellence** is responsible for providing ESC Region 10 the name(s) and contact information for **Academy for Academic Excellence** staff designated as support specialists or points of contact.

(b) **Service Level Hours of Operation.**

Service	Hours of Operation	Comments
Customer Support	7:00 a.m. to 6:00 p.m. (CST) Monday through Friday	Contact the Service Desk at (972-348-1202) or e-mail at Debora.reed@Region10.org . (E-mails are designated low priority requests and treated as severity 3 unless followed up with a phone call to Customer Support to ensure proper prioritization. When sending an e-mail, summarize the nature of the incident or Service Request.)
Availability of Application Services	24 hours/daily, 7 days/week	Excludes: <ul style="list-style-type: none"> • Maintenance windows • Scheduled outages • Excusable downtime

(c) **Call Log Reports.** ESC Region 10 will provide **Academy for Academic Excellence** with a detailed summary of the calls tracked by the Incident Tracking System, including year-over-year comparisons (where applicable) and a summary of the top categories of calls during the period of the activity.

18. Service Levels and Severity Categories. The following table summarizes the service levels related to TCC/ESC Region 10 support of **Academy for Academic Excellence**. Please note that the following conditions will not apply to issues that occur with hardware, systems, and networks at the local campus or district level or network infrastructure comprising the Internet.

Severity Category	Criteria & Conditions of Incident
Severity 1*	<ul style="list-style-type: none"> • The system, component, or application is down and unusable; • Critical Deliverables and Schedules will be impacted; • The result is a negative LEA-wide impact to activities; and • No alternative or bypass is available.

Severity 2	<ul style="list-style-type: none"> • The system, component, or application is down or unusable; • Critical Deliverables and Schedules will be impacted; • The result is a negative LEA-wide impact to activities; and • An alternative or bypass is available.
Severity 3	<ul style="list-style-type: none"> • The system, component, or application is degraded or difficult to use; • There is no critical LEA-wide impact to activities; and • An alternative or bypass is available.
Severity 4	<ul style="list-style-type: none"> • The system, component, or application is usable but causes some loss of capability; • There is no critical LEA-wide impact to activities; and • Deferred maintenance is acceptable.

*The TCC/ESC support team(s) will work on Severity 1 problems until they are resolved or an acceptable work-around is identified. **ESC Region 10** will provide **Academy for Academic Excellence** with updates at a minimum of 2 times daily until Severity 1 problems have been resolved.

19. Incident Response and Restoration/Resolution Service Levels. The following table shows the response and restoration/resolution times by priority after creation of a ticket by the Service Desk.

Severity Category	Target Response Time	Target Restoration/Resolution Time
Severity 1	1 Hour	4 Hours or less
Severity 2	2 Hours	8 Hours or less
Severity 3	12 Hours	4 Business Days
Severity 4	5 Business Days	5 Business Days

Disaster recovery time objective is 48 hours after a disaster is declared.

20. ESC Responsibilities.

- (a) Provide Service Desk staff for Base Level 1 Support of TxEIS SSIS
- (b) Receive calls from LEA's designated authorized users after LEA has performed initial troubleshooting steps
- (c) Log customer requests in the Service Desk System and assign priority
- (d) Dispatch calls to designated secondary support organizations, as appropriate
- (e) Initiate and follow escalation procedures as required to engage appropriate hosting and application management technical support teams, based on priority and urgency
- (f) Provide notification regarding escalated issues to documented LEA business contacts and members of the Vendor support team
- (g) Meet Service Desk Service Levels as jointly defined by LEA and the ESC

21. LEA Responsibilities.

- (a) Provide an up-to-date list of LEA Users and other resources that function as support resources in the LEA
- (b) Limit the number of LEA personnel authorized to contact the ESC so as not to create degradation to the ESC's Service Desk call performance levels
- (c) Perform initial troubleshooting steps as jointly defined by the ESC and LEA
- (d) Identify Service-related unresolved problems to escalate to the ESC Level 1 Service Desk
- (e) Provide and maintain a current escalation contact list for exception conditions
- (f) Administer security for the LEA, including auditing users and their privileges, assigning appropriate profiles, deleting unauthorized users, and enforcing password changes and requirements in accordance with LEA policy.

**EXHIBIT I
COMMITMENT FORM/CONTRACT FOR PROFESSIONAL SERVICES**

EXHIBIT II BASELINE PLAN

Instructions:

The Baseline Plan will be jointly developed by the **Academy for Academic Excellence** project manager and the **ESC Region 10** project manager within weeks of the Project Start Date.

The Baseline Plan will include the following scheduled tasks:

- (1.) Project Planning
- (2.) Data Conversion (if applicable)
- (3.) Data Review
- (4.) Training
- (5.) Implementation

EXHIBIT III MAINTENANCE AND SUPPORT AGREEMENT

(See Attached)

Instructions:

ESC Region 10 to attach its standard Maintenance and Base Level Support Agreement and any optional Field Level Support Package agreed to.

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: September 26, 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 26th day of September 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 25, 2016, the Charter School Board approved the Academy for Academic Excellence (AAE) FY17 Budget (Court Order #2016-071). This budget included, as previous budgets, the use of TxEIS – a student information management system supported by Region 10 Education Service Center. In the past, AAE has purchased the *TxEIS Student System* which includes modules such as student registration, attendance accounting, grade reporting, graduation plan, test scores, historical system, and scheduling and security administration; and

WHEREAS, the purpose of this brief is to request the purchase of an additional feature for \$3,422.28 after input and approval from Information Technology (IT) Department (Stanley Victrum - Chief Information Officer, IT Services, Adeeb Hyder - Assistant Chief IT Services, Keith Eatwell – IT Service Team Lead, Richard Ballard - Software Support Manager, IT Services, and Aaron Rausche - IT Enterprise, Security Officer, IT Services). This feature includes a hosting service through Texas Computer Cooperative (TCC) TxEIS Data Center Hosting and Region 10 Education Service Center. This includes software and hardware to run databases and applications for TxEIS and txSuite, backups, as well as non-county staff needed to apply TxEIS releases and updates. New features include:

- Updates are performed by the Data Center
- Updates are immediate
- Incremental backups (hourly); and

WHEREAS, TxEIS is a State-sponsored student information system. The system collects and reports education data. Having Region 10 host the TxEIS program will greatly reduce the time spent by various Dallas County Juvenile Department staff in completing critical updates needed to comply with data submissions to the Texas Education Agency (TEA); and

- WHEREAS,** the TCC TxEIS Data Center Hosting cost is \$3,422.28 for this new hosting feature. The total cost for the TxEIS Student System and new hosting feature is \$31,407.28 to be paid 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 assisting with academic growth; and
- WHEREAS,** the Agreement has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor; and
- WHEREAS,** this information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and
- WHEREAS,** Information Technology (IT) Department (Stanley Victrum - Chief Information Officer, IT Services, Adeeb Hyder - Assistant Chief IT Services, Keith Eatwell – IT Service Team Lead, Richard Ballard - Software Support Manager, IT Services, and Aaron Rausche - IT Enterprise, Security Officer, IT Services) have reviewed and approved the specifications of the performance and security requirements for Dallas County and TCC TxEIS Data Center Hosting for AAE; and
- WHEREAS,** this agreement will be implemented during the 2016-2017 school year, after Board approval; and
- WHEREAS,** the Juvenile Department recommends that the Dallas County Academy for Academic Excellence Charter School Board approve Professional Service Agreement between Region 10 Education Service Center and the Academy for Academic Excellence for TCC TxEIS Data Center Hosting.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Professional Service Agreement between Region 10 Education Service Center and the Academy for Academic Excellence for TCC TxEIS Data Center Hosting.

DONE IN OPEN BOARD MEETING this 26th day of September, 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



ACTION ITEM

T.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: September 26, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Acceptance of Estimated Federal Funds for FY2017

Background of Issue:

The purpose of this briefing is to request authorization to accept the federal funds for which the Academy for Academic Excellence (AAE) Charter School is eligible, accept additional funds when granted, and utilize the federal money to fund payroll and operations costs. The estimates for each entitlement (planning amounts do not include rollover funds) are as follows:

- **Title I, Part A \$356,197.00**
Improve the basic programs operated by the Local Education Agency (LEA) and provide a high quality education, which will enable all children to meet the state student performance standards.
This is \$18,747.00 less than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.
- **Title I, Part D \$716,696.00**
Prevention and intervention programs for children and youth who are neglected, delinquent, or at-risk.
This is \$75,007.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.
- **Title II, Part A \$27,391.00**
Provide teacher and principal training and recruitment.
This is \$1,284.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.
- **Title III, Part A \$5,118.00**
Support services to students designated as Limited English Proficient (LEP).
This is \$1,453.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.
- **IDEA B \$66,852.00**
Ensure that all students with disabilities have available a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs, ensure the rights of students with disabilities and of their parents are protected, assist states and localities to provide for

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

214-698-2200 Office

214-698-5508 Fax

the education of all students with disabilities, and to assess and ensure the effectiveness of efforts to educate students.

This is \$12,250.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

Impact on Operations and Maintenance:

Title I, Part D and IDEA-B funds will be utilized for the direct educational expenses of the Charter School. The remainder of the funds, Title I, Part A; Title II, Part A; and Title III, Part A, LEP are utilized in a Shared Services Arrangement (SSA) with the Region 10 Education Service Center (ESC) to support the educational needs such as staff salaries, operational expenses, and staff training at AAE.

Strategic Plan Compliance:

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

Legal Information:

There will be no legal impact attributable to the approval of estimated federal funds (planning amounts).

Financial Impact/Considerations:

Based on the data provided by Texas Education Agency the estimated federal funds (planning amounts) total of \$1,172,254.00. Current amounts do not include rollover title funds from the previous fiscal year. This information has been reviewed by Ms. Carmen Williams, Budget Manager.

This is \$71,247.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

Performance Impact Measures:

Ensure compliance with grant guidelines for federal spending.

Project Schedule/Implementation:

The estimates for the federal funds are for the FY2017.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for the FY2017 and any subsequent rollover federal funds.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: September 26, 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 26th day of September 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, the Juvenile Department request authorization to accept the federal funds for which the Academy for Academic Excellence (AAE) Charter School is eligible, accept additional funds when granted, and utilize the federal money to fund payroll and operations costs. The estimates for each entitlement (amounts do not include rollover funds) are as follows:

• **Title I, Part A \$356,197.00**

Improve the basic programs operated by the Local Education Agency (LEA) and provide a high quality education, which will enable all children to meet the state student performance standards.

This is \$18,747 less than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

• **Title I, Part D \$716,696.00**

Prevention and intervention programs for children and youth who are neglected, delinquent, or at-risk.

This is \$75,007.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

- **Title II, Part A \$27,391.00**

Provide teacher and principal training and recruitment.

This is \$1,284.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

- **Title III, Part A \$5,118.00**

Support services to students designated as Limited English Proficient (LEP).

This is \$1,453.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year.

- **IDEA B \$66,852.00**

Ensure that all students with disabilities have available a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs, ensure the rights of students with disabilities and of their parents are protected, assist states and localities to provide for the education of all students with disabilities, and to assess and ensure the effectiveness of efforts to educate students.

This is \$12,250.00 more than last year's estimate that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year; and

WHEREAS, Title I, Part D and IDEA-B funds will be utilized for the direct educational expenses of the Charter School. The remainder of the funds, Title I, Part A; Title II, Part A; and Title III, Part A, LEP are utilized in a Shared Services Arrangement (SSA) with the Region 10 Education Service Center (ESC) to support the educational needs such as, staff salaries, operational expenses, and staff training at AAE; 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 assisting with academic growth; and

WHEREAS, there will be no legal impact attributable to the approval of estimated federal funds (planning amounts); and

WHEREAS, based on the data provided by Texas Education Agency the estimated federal funds (planning amounts) total of \$1,172,254.00. Current amounts do not include rollover title funds from the previous fiscal year. This information has been reviewed by Ms. Carmen Williams, Budget Manager.

This is \$71,247.00 more than last year's estimated federal funds that did not include rollover title funds from the previous fiscal year. Districts are usually notified of rollover amounts by January of each school year; and

WHEREAS, ensure compliance with grant guidelines for federal spending; and

Acceptance of Estimated Federal Funds

WHEREAS, the estimates for the federal funds are for the FY2017; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board grant permission for the Academy for Academic Excellence Charter School to accept and utilize the estimated federal funds for the FY2017 and any subsequent rollover federal funds.

DONE IN OPEN BOARD MEETING this 26th day of September, 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