



AGENDA
DALLAS COUNTY JUVENILE BOARD
 Monday, November 28, 2016 5:00 p.m.
 Youth Village 1576 E. Langdon Rd. Dallas, Texas 75241
 972-225-9750


FILED

2016 NOV 22 PM 4: 23

COUNTY CLERK
DALLAS COUNTY

- I. Call to Order
- II. Approval of Minutes
October 24, 2016
- III. Tour of Youth Village
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. Juvenile Justice Alternative Education Program (JJAEP) Update
- VI. Action Items - Juvenile Department
 - C. December Juvenile Board Meeting and Location (if deemed necessary)
 - D. Juvenile Board 2017 Meeting Schedule and Calendar
 - E. Youth Village Certification
 - F. Youth Village Policy and Procedures Approval for 2016
 - G. Approval of Contract with Parker County Juvenile Department for Pre-Adjudication Beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center
 - H. Memorandum of Understanding with Texas A&M University Health Science Center (TAMHSC) Texas A&M College of Dentistry Dental Renewal
 - I. Physical Modifications Required to Operate the Letot Residential Treatment Center as a Secure Residential Facility
 - J. Approval of Memorandum of Understanding with Gulf Coast Trades Center, Workforce Develop Grant
 - K. Youth Service Advisory Board Re-appointments
 - L. Youth Services Advisory Board (YSAB) Juror Funds Recommendation for Fiscal Year 2017
 - M. Juvenile Processing Offices –Dallas County Schools Police Department and Methodist Health System Police Department
 - N. Approval of Memorandum of Understanding with Alpha Epsilon Boule for the Diversion Male Court
 - O. Contract with the Dallas County Juvenile Justice Alternative Education Program (JJAEP) and Diagnostic Assessment Services (DAS)
 - P. Ratification of Acceptance of Funds from the Juvenile Justice Regionalization Grant (Grant R)
- VII. Discussion Items - Charter School
 - Q. Academy for Academic Excellence (AAE) Charter School Update
- VIII. Action Items - Charter School
 - R. Academy for Academic Excellence and Dallas County Juvenile Institutional Statement of Agreement
 - S. Contract with the Academy for Academic Excellence (AAE) and Diagnostic Assessment Services (DAS)
 - T. Renewal of Annual School Board Liability Insurance for the Academy for Academic Excellence (AAE)
 - U. Approval of Improvement Plans for the Academy for Academic Excellence (AAE)
 - V. Approval of Memorandum of Understanding with Dallas Chamber Symphony and the Academy of Academic Excellence
- IX. Executive Session - Juvenile Department
 For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076
 Subjects:
 Litigation Security Personnel Contracts

Notes: *Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Claudia Avila at (214/698-2224) By 4:00 p.m. on the Business Day Prior to the Date of the Board Meeting.
 Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.



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



APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: October 24, 2016

DALLAS COUNTY

TIME: 5:07 p.m.

JUVENILE BOARD

PLACE: Letot Shelter Center
Gym
10505 Denton Dr.
Dallas, TX 75220

MEMBERS PRESENT:

Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge Andrea Martin
Judge Craig Smith
Judge Paula Miller
Judge Andrea Givens-Davis
Judge Ken Molberg

MEMBERS ABSENT:

Judge Andrea Plumlee
Judge Clay Jenkins

I. **Call to Order**

The Dallas County Juvenile Board met at the Letot Center Shelter. Judge Shannon called the Juvenile Board Meeting to order at 5:07 p.m. and immediately informed the Board they would be taking the tour of the facility.

II. **Tour of Facility-Letot Shelter Center**

The Board toured the facility from 5:07 to 5:14 p.m.

III. **Approval of Minutes**

Judge Shannon presented the minutes from the September 26, 2016, Juvenile Board Meeting for approval. Judge Shannon noted an error on page 3. She stated that the minutes should reflect that Dr. Smith and Legal Advisor, Ms. Danika Caruthers would construct the letter of concern about the discretionary referrals to be sent to the Superintendents of each district. Commissioner Price moved to approve the September 26, 2016 minutes, with the necessary corrections, and Judge Martin seconded; Motion passed.

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

Judge Shannon noted there was no one present for public comments.

V. **Discussion Items-Juvenile Department**

A. **Directors Report:**

Mr. Bill Edwards, Assistant Executive Director, conducted the meeting in the absence of Dr. Smith. Mr. Edwards began by recognizing Mr. Terrence Forest as employee of the month, Probation officer Ms. Marilyn Johnson, for 25 years of service and Probation Officer Ms. Pam Degroff for 35 years of service.

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Mr. Edwards also recognized Ms. Ulisa Brown-Mitchell for her promotion to Assistant Supervisor at District 7. Commissioner Price asked Mr. Edwards about Community Service Restitution. He wanted to know who approves the programs and sites that our youth use for Community Service Restitution. Judge Shannon informed Commissioner Price the courts mandate the amount of community service hours each probationer is required to complete, with no specificity as to where that takes place. Judge Shannon noted that the Probation Officers and the parents work together in deciding, based on the Board-approved sites, locations and hours of operation, where those hours are completed.

- Judge Paula Miller arrived at 5:14 p.m.
- Commissioner Price stated that he is concerned with the amount of hours (853) the youth spent picking up trash in both Mesquite and Irving in terms of structure and value. Mr. Edwards responded by saying the Department attempts to involve the youth in as many activities with intrinsic values as possible, but that is not always possible due to circumstances such as locations, available opportunities, length of probation, and due dates. Judge Shannon added that some youth might have to use this activity as a target project because their probation time is nearing the end to ensure those required hours are completed. Mr. Edwards ensured Commissioner Price that not all 853 CSR hours completed were used to pick up trash, and added we have a limited number of places who will take our youth.
- Judge Miller stated, "It is my understanding that only 98 of the total CSR hours were used to pick up trash, and the 98 hours were divided by 20 youth, who accrued approximated 5 hour each." She asked Mr. Edwards if she was correct in her understanding. Mr. Edwards confirmed that she was correct and added that Mr. Forest is responsible for the structuring, supervising, and monitoring CSR hours. Commissioner Price expressed that he does not see the value in picking up trash. Judge Shannon responded to Commissioner Price by saying one way to look at it in terms of value is that no one wants to pick up trash on the side of the roads and highways, so maybe this will serve as a deterrent and reminder for some youth.
- Mr. Edwards continued with the Director's report, noting the Department has had many visits from the Ombudsman yielding positive remarks and no citations. Commissioner Price asked what is altered placement in conjunction with the volunteers. Mr. Edwards explained the Department alters the volunteer program by not having a specific group assigned to one location. The goal is to have all groups service each facility in an attempt to expose the children to different programs and volunteers.
- Commissioner Price then explained that moving the programs around, still does not constitute value to the children. Judge Shannon responded by saying that the Board would be in favor of looking into other volunteer services and programs, if there is something specific that they agree would be of value to our youth.
- Commissioner Price recognized that not all volunteer programs are invaluable such as Café Momentum as it offers a Food Handlers Certificate, but his concern are those who only come to talk to the youth. Judge Shannon agreed that it is sometimes difficult to measure the intrinsic value of the programs, but added that the consistent positive is that it breaks up the monotony of the day-to-day routine for the youth as well as provides them with choice of participation.
- Commissioner Price brought attention to the "Why Try Topics" and wanted to know who vets this program. Mr. Edwards explained this particular curriculum is vetted and the staff has been trained to present it to the youth. This particular curriculum has a variety of topics which are discussed with the youth. Mr. Edwards assured the Board this program was a national program that is ran throughout all of the facilities and it is training based, and has workbooks for the youth to aid in their understanding of the topics.

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- Mr. Edwards recognized five residents for their tenacity by remaining employed at Speed Zone.
- Commissioner Price pointed out that 91% of the referrals is made up of African Americans and Hispanics. He then asked if the lion share of our kids that are impacted fall in the 14-15 year old age bracket. Mr. Edwards explained the percentage of felony referrals breakdown is as follows: 14 year olds 23%, 15 year olds 25%, and 16 year olds 30%. He added that for 16 year olds total delinquent conduct is 33%.
- Commissioner Price addressed both Judges and asked, "Are we doing anything different in terms of how we deal with the kids, in particular the younger ones?" Mr. Edwards answered, the goal of the Department is to divert the younger kids into our Diversion Courts as well as send some home with services provided by the department, providing the home environment is receptive to this option. Commissioner Price wanted to know what percentage of our children actually go home. Mr. Edwards was not sure of the exact percentage, but informed the Board that of the 1,300 youth on probation, there are 65 kids in Contract Placements, 250 kids in internal placements, making a total of approximately 300 to 400 kids in placement. Mr. Edwards noted that the placements consist of both long and short terms, and for the Sex Offenders they have longer terms. Mr. Edwards mentioned that we only had 45 commitments to the State for the entire year. Commissioner Price asked for clarification if one-third of our kids are in placement. Mr. Edwards responded by saying that one-third of our adjudicated kids are in placement, and reminded the Board that we have a lot of kids in Diversion Courts, Deferred Prosecution, and many that have been referred but never filed on.
- Commissioner Price wanted to know where he could find this information, chronicled this way. Mr. Edwards directed him to the Department's website. Mr. Edwards went on to inform the Board that in the upcoming year Dr. Smith planned to do some outreach to the Police Chiefs as a means to make an impact and to enlighten them on the fact that not "every kid needs to be brought in," especially kids of color. Commissioner Price pointed out, the purpose for engaging the Annie Casey model years ago was to reduce the number of "kids of color" being brought into the department. Judge Shannon pointed out the recommendations by the Department are very different from that of past years. She noted the current recommendations from the Department now consist of probation with a myriad of non-residential services wrapped around it. Judge Shannon also noted there is a difference in recommendations concerning our youth in detention with respect to our Annie Casey model; our children are now released with a list of services provided, as opposed to a few years ago when those recommendations did not exist. Judge Shannon assured the Board the Department is evolving as it pertains to our youth on probation, youth in detention, recommendations, and placements.
- Mr. Ervin Taylor, Deputy Director of Institutional Services, said that the average daily population is 143 kids, which is the lowest we have had in years and it shows a lot of effort goes into diverting the kids' home versus detainment.
- Commissioner Price inquired about the psychiatric report bringing attention to numbers 3 and 4, youth starting or continuing medications. He noted this year approximately one-third of our youth began to take medication or continued to take medications, and wanted to know traditionally what the stats looked like compared to this year. Dr. John Pita responded by saying the numbers have gone down, in terms of doing a better job of not starting kids on meds and also taking kids off medications. Commissioner Price then asked what the protocol is for children who are released. Dr. Pita explained that before the release of a child who is taking medication, the Department will contact either Metrocare or the private physician and inform them that they are releasing the youth with a prescription.

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B. JJAEP Update

Mr. Edwards informed the Board that school is now into the second six weeks. He added that staff rewarded the students that made the A and B honor roll. Mr. Edwards also mentioned that staff attended professional development training sessions.

- There were no questions or comments for this topic from the Board.

C. School District Discretionary Referral Letter

- Judge Shannon reminded the Board this topic was discussed in September's meeting and the Board agreed that a letter regarding the Serious and Persistent Misbehavior referrals would be drafted by the Director and the Legal Advisor of the Department. She also mentioned that Attorney Caruthers, Legal Advisor for the Department had sent an email detailing the breakdown of referrals. The information also showed that Dallas Independent School District is no longer referring children with Serious and Persistent Misbehavior, and of all the districts, we currently have a total of ten Serious and Persistent Misbehavior referrals in our system. Judge Shannon stated that after reviewing this new information, and with discussion with both the Director and Legal Advisor, they agreed there is no immediate need to draft a letter to the Districts. Judge Shannon mentioned the mandatory referrals seems to be the issue, and added that Dr. Smith indicated she would continue dialogue with various police departments concerning this matter.

- Judge Shannon assured the Board the Department would continue to monitor the smaller districts to ensure the trend of referrals does not increase.

- There were no questions or comments for this topic from the Board.

D. Quarterly Reports

Mr. Edwards noted there needed to be a correction made to the JJAEP report, as it incorrectly reads first quarter when in fact it is the third quarter reporting.

- There were no questions or comments for this topic from the Board.

VI. Action Items-Juvenile Department

E. Certification of the Letot Shelter Center

- Judge Shannon acknowledged that Judge Paula Miller was not present during the tour of the facility.
- Mr. Edwards reminded the Board that the Texas Family Code requires an annual inspection of all non-secure correctional facilities. Mr. Edwards reminded the Board this facility is an emergency shelter for up to 40 youth between the ages of 10-17; the center provides educational, psychological, and recreational services. Medical services are provided by Parkland. In Fiscal year 2016, Letot Center served 164 residential clients with a 34-day average length of stay.
- Commissioner Price asked for the current population, Mr. Armwood, Superintendent for Letot, said it is 15.
- Mr. Edwards informed the Board that all necessary paperwork is in order for certification and recommended the Board to certify the Letot Center Shelter as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.
- Commissioner Price expressed concern about the low population and asked where we are in regards to the facility going forward. Mr. Edwards stated that 15 is a good number considering the goal of the Department is to reunite the kids with their families as soon as possible, with the option to come back for

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outpatient non-residential services. Commissioner Price stated emphatically that it costs \$400.00 dollars per day per kid to operate this facility, and the population max has not been met in years. He also stated the Department could not operate the facility at that cost.

- Mr. Edwards acknowledged the low population numbers, but explained the Department has seen spikes in numbers before and is prepared for such occurrences. Commissioner Price asked, "How long has it been since the last time we had 40 children in the emergency shelter?" Commissioner Price then asked when are we going to reach the next level.
- Mr. Edwards responded by saying, the next level would be to reduce bed spaces and not necessarily detain kids, since the goal is to reunite them with their families. Commissioner Price stated there was a plan to utilize the facility in a different way. Judge Shannon, asked Commissioner Price for clarity on which plan for which facility was he referring. Judge Shannon then expressed to the Commissioner that it was possible that he was confusing Letot RTC with the shelter. Commissioner Price then asked Mr. Edwards what was the budget for the shelter. Ms. Carmen Williams, Budget Supervisor for the Department answered 2 million dollars per year, and when asked for the average cost per day she informed the Board that she would have that total at the next meeting.
- Judge Shannon recognized Judge Amber Given-Davis' arrival at 5:44 p.m.
- Judge Shannon expressed to the Board that although not all the beds in the shelter are occupied, it might be noteworthy to receive some information about the number of youth that are referred, but are able to go home with additional support and services in the community. She mentioned that the majority of these youth are runaways and/ or children who have some type of need, but that the goal is to get the children home. Judge Shannon stated there is an issue with respect to the RTC program.
- Judge Smith moved to certify the Letot Shelter Center, and Judge Molberg seconded; Motion passed. Judge Miller and Judge Givens-Davis abstained from voting, as they were not present for the tour of the facility.

F. 2016 Annual Review of the Letot Shelter Center Policy and Procedures

Mr. Edwards informed the Board that the changes made by the Texas Juvenile Justice Department since last year are included in the Redline draft. He explained some of the changes included references to Truancy having been removed, the reporting window for incidents have decreased from 48 to 24 hours. Mr. Edwards explained the changes made to the transportation policy, mandating a same sex staff member be assigned in the transportation of our children.

- Commissioner Price moved to accept the 2016 Annual Review of the Letot Shelter Center Policy and Procedures, and Judge Miller seconded; Motion passed.
- ### **G. Approval to Conduct 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems: May 4-5, 2017**

- Mr. Edwards asked the Board's permission to conduct the Annual Conference for the Treatment of Juveniles with Sexual Behavior Problems. He mentioned that for the past 16 years this conference has proven to be successful in providing our staff and community providers throughout the region with pertinent information. He added the fee assessed to attend the conference pays for the conference. Mr. Edwards directed the Board's attention to the financial breakdown and informed the Board that all monies collected will be deposited in the Sex Offender Workshop project fund, and any remaining proceeds are used for additional training of staff and for supplies.
- Mr. Edwards stated the scheduled date for the Conference is May 4-5, 2017, and will offer 14 hours of continuing education hours.

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- Commissioner Price moved the Approval to Conduct the 17th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems, and Judge Molberg seconded; motion passed.

H. Juvenile Processing Offices- Grand Prairie Police Department and Duncanville Police Department

- Judge Shannon informed the Board that the Duncanville Processing Office is up for re-certification and that Grand Prairie has new rooms for processing in the school. Mr. Edwards elaborated by stating that the office located in the lobby area of the Duncanville Police Station passed inspection and the required signage is in place. As for Grand Prairie Police Department, they have their processing offices on several of their schools campuses. South Grand Prairie High School has changed from room A121 to room A122. Grand Prairie ninth grade center room changed from A110 C to 101 E, Grand Prairie Young Men Leadership Academy room changed from A216 A to C110C, Grand Prairie Alternative Education School room changed from 11 to room 13. All addresses remained the same.
- Mr. Edwards then presented the demographics for Grand Prairie, stating that in calendar year 2015 Grand Prairie referred 188 youth to the juvenile department, 110- Hispanic, 64- Black, 13-White, and 1 Asian or Island Pacific, equaling 73% male and 27% female.
- For Duncanville the demographics for calendar year 2015, Duncanville Police Department referred 53 to the juvenile department, 35 Black, 16 Hispanic, 2 White, equaling 66% male and 34% female. Mr. Edwards asked the Board to approve the renewal for Duncanville Processing Office and the changes for the Grand Prairie.
- Judge Shannon wanted to know how each processing office receives notification of approval and certification for use. Ms. Leah Probst, Pre-Adjudication Manager replied that the Department sends a copy of the Order immediately.
- Commissioner Price stated that he wanted to see the percentage of the population in both districts, in regards to knowing what their engagement was in their interface with the young people they are detaining. He also wanted to know if the schools in those districts are 96% African American and/or Hispanic. He said that last year Dallas County Police Department was the big engager, now it seems that Duncanville is the big engager. Mr. Edwards referred to the email that was sent to the Board concerning the Discretionary Referrals letter and provided the information requested.
- Judge Smith moved to approve the Juvenile Processing Offices at Grand Prairie Police Department and Duncanville Police Department, and Judge Martin seconded; motion passed.

I. Dallas County Juvenile Justice Alternative Education Special Education Services Contract with Diagnostic Assessment Services

- Judge Shannon informed the Board the contract did not come in on time, and asked for a motion to table this item. Commissioner Price asked whether it affects operations. Mr. Edwards informed the Board the Department has an extension in place with DAS, and that we do not have the final contract. Judge Shannon stated that the Board would revisit this item in next month's meeting.
- Judge Molberg moved to table Action Item I, Judge Miller seconded; motion passed.

J. Juvenile Detention Alternative Initiative Spending Plan

Mr. Edwards explained to the Board that part of the agreement with JDAI is to have an annual spending plan that takes into consideration the priorities of the Department in working with Annie Casey. He mentioned the current spending plan is for \$15,000.00. He added the Department is asking for \$12,000.00 to be allocated for the JDAI Coordinator to receive a \$1,000.00 per month stipend. The remaining monies will be used for travel, training, and other miscellaneous items.

- Mr. Edwards said the Department would like to request this money for 2016 and 2017, due to receiving this year's money late and anticipating the same for next year. Mr. Edwards asked the Board to approve the JDAI Spending Plan through November 30, 2017.
- Judge Shannon mentioned to the Board that Annie Casey was looking at the Department as a model site. Mr. Edwards elaborated further by stating that the Casey Foundation is looking at one particular part of the program and that is the Case Processing piece.
- Commissioner Price moved to approve the JDAI Spending Plan through November 30, 2017, Judge Miller seconded; motion passed.
- Motion to recess as the Dallas County Juvenile Board was made by Judge Miller, seconded by Judge Molberg; motion passed.
- Motion to convene as the Dallas County Charter School was made by Judge Miller, seconded by Judge Molberg; motion passed.

VII. Discussion Items- Charter School

K. Charter School Update

Mr. Edwards informed the Board this update was similar to the JJAEP report, but noted the Fiscal Monitor attended the Charter Business Roundtable, hosted by Region Ten. Mr. Edwards informed the Board that the Special Education Department is working to enlarge the library at Medlock. Mr. Edwards mentioned that all campuses were involved in Hispanic Heritage month, and recognized the youth's efforts in creating the art that was on display.

- There were no questions or comments on this topic from the Board.

VIII. Action Items – Charter School

L. Academy for Academic Excellence Special Education Services with Diagnostic Assessment Services

Judge Shannon reminded the Board that Item L is in conjunction with Item I and called for a motion to table Action Item L.

- Commissioner Price moved to table Action Item L, Judge Smith seconded; motion passed.

M. Wireless Bridge Repair at Youth Village with Sology Solutions

Mr. Edwards informed the Board regarding the wireless connection between the gym and the school. Sology Solutions has presented our IT Systems with a quote, which they approved. The money will come from our State Aid budget. Mr. Edwards asked the Board to approve the expected cost of the repairs.

- Commissioner Price moved to approve the cost of repairs for the wireless bridge at Youth Village, Judge Molberg seconded; motion passed.

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- Commissioner Price moved to recess as the Dallas County Charter School, Judge Miller second; motion passed.
- Commissioner Price moved to reconvene as the Dallas County Juvenile Board, Judge Molberg second; motion passed.

IX. Executive Session

Judge Shannon noted there were no items or postings to consider for discussion, and asked for a motion to adjourn.

- Judge Miller moved to adjourn; Commissioner Price seconded. Motion passed.
- Meeting adjourned at 6:03 p.m.



**PUBLIC
COMMENTS
IV**



DISCUSSION ITEMS

V



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

October 2016

The Juvenile Department recognized outstanding departmental employees for October 2016: DCJD Employee of the Month was Ms. Ila Kilgore Administrative Analysis in the Education Department.

The Dallas County Juvenile Department's Employee Recognition Committee (ERC) hosted an All-Staff Appreciation Event on Friday, October 28, 2016. Throughout the event they had gift card raffles, a football tailgate-themed best decorated vehicle contest, a delicious barbeque meal from DBA UFC catering which was served by the Executive Team to over 350 employees, music, cake walks, card game and dominos. Many thanks to Ms. Kinnard and the ERC team for their organization and dedication.

ERC planned this event for our employees in recognition of their hard work and commitment in serving youth and families every day regardless of the circumstances. Our employees truly put "Youth First" in providing these needed services.

PROBATION SERVICES DIVISION

Mr. Tony Seymore has been selected to fill the vacant District 1 Supervisor position. Mr. Tony Seymore was serving as the District 6 Assistant Supervisor and brings extensive tenure and experience to this position. In total, Mr. Seymore has amassed 22 years of Juvenile Department experience that has been an asset to the Probation Services Division and the Department as a whole. The Juvenile Department hosted the October 28th meeting for the North Texas Violent Gang Task Force (NTVGTF) network. The NTVGTF is a taskforce made up of local, State and Federal law enforcement agencies who come together to share gang-related information. Mrs. Teri Gabourie, the Department's representative, hosted the 45 attendees. Her efforts and assistance are greatly appreciated.

Community Service Restitution (CSR) Update:

Throughout the month of October, 160 youth completed a total of 863 Court-Ordered CSR hours at various approved CSR sites in Dallas County. Included in these hours, were the Habitat for Humanity and North Cities Church Clean up. The CSR events facilitated and supervised by the CSR Coordinator resulted in the completion of 82 CSR hours by 21 youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **36** youth for psychiatric services during September. A total of **37** psychiatric consultations were performed with **29** of those being follow-up consultations. Of the **8** initial psychiatric consultations performed: **5** resulted in no medication being prescribed, **0** had already been prescribed psychotropic medications and **1** youth was already prescribed medication and the medication was discontinued and **2** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Volunteer Programs and Residents Activity:

Total Volunteers/Hours for October 2016: Volunteers: 14; Hours: 167.75

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: 0 residents.

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

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

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

Special Event: None

DETENTION CENTER			
Detention	Sep	Oct	YTD
Admissions	256	22	2253
Releases	249	234	2262
ADP	140	140	161
ALOS (days)	23.2	25.0	22.4
Detention Hearings	371	391	4620
TJJD/Placement Trips	7	6	104
Local trips	66	45	623
Youth transported	41	38	1546
START			
Admissions	8	5	101
Releases	8	12	113
Successful	7	12	104
Unsuccessful	1	0	8
Administrative	0	0	1
ADP	26	19	30
ALOS	60.9	63.5	79.6

MARZELLE C. HILL TRANSITION CENTER

Program Updates: Hill Center residents participated in Anti-Bullying week by performing some skits on "bullying." We also participated in drug-free week by performing skits on staying drug free. Lastly we had Halloween party on the Center; residents were able to celebrate and socialize.

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).

HILL CENTER			
	Sep	Oct	YTD
Admissions	28	28	322
ADP	32	32	32
ALOS	29.0	27.6	29.3
Releases	39	27	311
Total Youth Served	65	58	342

We continue to work getting training from the Field Probation Officer 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.

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

Volunteer Services: 3 groups including 11 individuals provided a total of 17 hours and 45 minutes of services.

MEDLOCK CENTER

New Initiatives:

During the month of October the residents participated in Hispanic Heritage Month Activities. Anita Martinez Folkloric dancers performed in the Multi-Purpose Room and residents were treated to chips and salsa. Residents L. M. and B. A. were two of the recipients of the Victor Caballero Jr. Scholarship during the Juvenile Department Hispanic Committee Luncheon. The residents and their parents attended this event. The Education Department hosted a successful Parent/Teacher Conference on October 19th.

Activities: All regularly scheduled activities continue as planned. 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. Bill Glass - Behind the Walls Ministry will be at the facility on Saturday, November 5th to present their fall program to the residents.

Medical Services: Sixteen (16) youth were transported from Medlock to the Dr. Jerome McNeil Detention Center for routine dental care and one (1) to his independent dentist. Nine (9) youth via transport went to Parkland, two (2) to Children's Medical Center.

TJJD Reports: There were no incidents reported to TJJD this month.

Volunteer/Intern Hours: Fifteen (15) volunteers provided twenty (20) hours of service. The Chaplain provided two hours of service. There were twenty two (22) hours of volunteer service provided for October.

YOUTH VILLAGE

Family Training, PREP, Culinary Arts, Food Management, Career Class, El Centro College Computer, and Horticulture Program continue to thrive on campus. On October 13th the residents participated and supported Spanish Heritage month by hosting the Anita Martinez Folkloric Dancers. Several residents read important facts about influential Mexican Americans such as George Lopez, Steven James Rodriguez, Armando Perez, Roberto Walker, Isaac Oscar, and Alexandria Hernandez. On October 19th staff supported anti-bully efforts by wearing orange and on October 21st staff wore pink to support breast cancer awareness month.

Off Campus: Ten (10) residents were transported to the Juvenile Detention Center for dental care. One (1) resident was transported to Parkland Radiology. Two (2) residents were transported to Orthodontist appointments. Eight (8) residents were transported to Detention Center for Review Hearings. One (1) resident was transported for an eye exam with his private physician. One (1) resident was transported Parkland's hand clinic. Five (5) residents were transported to work at Café Momentum.

MEDLOCK CENTER			
	Sept	Oct	YTD
Admissions	6	10	63
Releases	5	1	57
Successful	5	1	56
Unsuccessful	0	0	1
Administrative	0	0	0
ADP	37	44	39
Total Youth Served	41	46	102
MEDLOCK STARS			
	Sept	Oct	YTD
Admissions	1	3	30
Releases	3	6	22
Successful	3	6	19
Unsuccessful	0	0	3
Administrative	0	0	0
ADP	33	31	28
Total Youth Served	34	34	50

	Sep	Oct	YTD
Admitted	3	3	88
ADP	53	47	51
Total Youth Served	55	55	133
Releases	3	15	93
Successful	3	14	75
Unsuccessful	0	1	14
Administrative Rel.	0	0	4

Volunteer/Intern Hours: Three (3) individual volunteers provided nineteen (19) hours. Two (2) Chaplains provided one (1) hour of service. Fifteen (15) group program volunteers provided one-hundred-fifty-one (151) hours of service for a total of one hundred-seventy-one (171) hours of volunteer service for October.

Training: Staff received Online/Webinar training to assist with attaining re-certification training hours. Mr. Gowan facilitated training on reporting and responding to serious incidents related to sexual abuse and sexual harassment of youth in the facility. Two (2) newly hired Juvenile Supervision Officers received 40 hours of on-the-job training.

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

Medical Services: Nineteen (19) residents were seen for sick call requests. Ten (10) residents were transported to dental appointments at the Juvenile Detention Center; ten (10) residents were treated at the Med Van and seven residents (7) were seen by the Psychiatrist on campus.

Account of Reportable Injuries: There were no reportable injuries during October.

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 42 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently four (4) youth and families attending ESTEEM Court in October. Two (2) youth were referred this month. Aim, Functional Family Therapy, and Clinical Services have been providing services.

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 to 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 – 13, Call Backs – 4, Doctor’s visits -13.

Volunteer Services: Faith Based Volunteers: worship and religious study – 7 volunteers, 4 hours; Life Skills Volunteers: visiting and teaching-20 volunteers, 19 hours; Special Events: volunteer, 0 hour.

LETOT CENTER			
Residential	Sep	Oct	YTD
Admissions	16	13	157
Releases	12	15	165
ADP	14	14	18
ALOS (days)	27.0	28.7	34.6
Total Youth Served	26	26	177
Intake/Orientation			
Admissions	57	57	589
Releases	54	59	590
ADP	3	1	1
ALOS (days)	1.4	1.4	0.9
Total Youth Served	59	59	590

Clinical Services: In the Residential Unit, Clinical Services held 9 process groups with male youth (20 residents) and 9 process groups with female youth (16 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the system. Residential rounds consisted of Clinical Team making one to two rounds daily to speak with the youth and JSO's.

The daily rounds allowed the Clinical Team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (32 rounds).

LETOT RESIDENTIAL TREATMENT CENTER

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

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

Volunteer Groups:

Big Thought: Residents were able to participate in 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 resident 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 residents and provided life skill activities and religious guidance.

Enrichment Programs:

Culinary Arts Program: All new residents are learning how to obtain a "Servesafe Food Handler's" certificate.

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

Jobs: We currently have 3 residents employed at Speed Zone and 2 residents employed at Kroger.

Career Readiness: All girls participated in Culinary Arts, financial planning, and job-related groups or horticulture groups.

Field Trips: Levels 3's and up went to the Ross Perot Museum, All residents went to the State Fair of Texas. 5 residents were able to go on a field trip to Parsons Nursing home to pass out plants during their Horticulture class time.

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

Volunteer Services: Worship and religious study – 11 volunteers, 23 hours; Life Skills Volunteers: visiting and teaching-3 volunteers, 16 hours; Special Events: 0 volunteers, 0 hours.

Yoga group: All residents participated in 8 yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. The girls have learned grounding techniques by participating in yoga that help them re-connect with their bodies and feel a sense of safety and self-efficacy.

LETOT RTC			
Residential Treatment	Sept	Oct	YTD
Admissions	1	1	18
Releases	3	4	22
ADP	13	11	15
Total Youth Served	16	14	32

Clinical Services:

All residents received weekly individual therapy (total of 68 hours in the month of October). The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, or process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted seven art groups this month which primarily focused on painting. The girls are able to mindfully participate in art. Some of the girls have started to bloom as artists as demonstrated by them taking the time to think projects through before starting and by effectively mixing colors to create a beautiful work of art. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Seven coping skills groups were provided. These groups focused on self-care, building mastery, and improving mood. The girl empowerment group enables the girls to increase their self-protective skills by discussing healthy and unhealthy relationships, power dynamics, and strengthening identity. Eight girl empowerment groups focused on self-esteem, respect, and communication skills.

The girls also participated in My Life My Choice groups, focused on education and prevention of sexual exploitation. One process group was provided to allow residents to celebrate the four residents who successfully completed the program in September and early October. Clinical staff attended training on utilizing clay in art groups and working with victims of sexual abuse. Family therapy was also provided to 15 residents (26 client-contact hours) and two parents received parent therapy (1.5 client contact hours). The clinical team also provided crisis intervention (26.75 client-contact hours) and clinical rounds (95.75 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Psychiatric Services:

Four residents were referred to the Parkland psychiatrist to continue monitoring their psychiatric health.

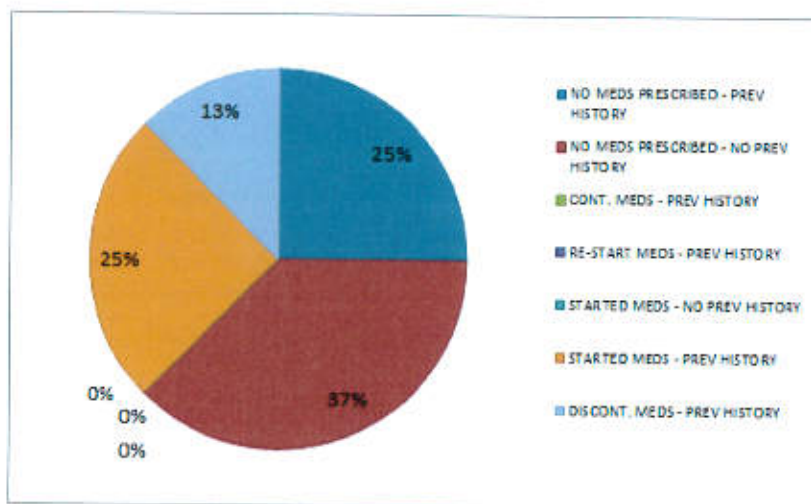
October 2016 Referrals

	Alleged Delinquent Behavior														Alleged CNS Behavior										Other Referrals				All Referrals														
	Alleged Delinquent Behavior														Alleged CNS Behavior										Other Referrals																		
	Class A & B Misdemeanors														Status Only										Other Referrals																		
	Total Delinquent														Violation of Court Order										Total CNS				Total Other														
	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CNS	Contract Detention	Crisis Intervention	Other Administrative																
Male	1	18	15	12	0	24	13	4	6	6	2	101	81%	4	33	29	14	28	34	0	243	75%	37	84%	1	41	0	1	1	0	0	0	16	60	54%	19	83%	359	72%				
Female	0	0	4	7	0	0	4	2	3	2	1	23	19%	0	24	20	1	5	7	0	80	25%	7	16%	0	36	0	1	0	0	0	14	51	46%	4	17%	142	28%					
	124														44										111				23				501										
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	1	0%				
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1%			
Black	1	10	14	9	0	17	11	0	2	2	1	67	54%	2	35	35	7	8	18	0	172	53%	16	36%	0	35	0	2	1	0	0	15	53	48%	5	0	4	9	39%	250	50%		
Hispanic	0	7	4	6	0	6	5	3	7	4	2	44	35%	2	12	11	5	22	16	0	112	35%	24	55%	1	34	0	0	0	0	0	15	50	45%	10	0	0	10	43%	196	39%		
White	0	1	1	4	0	1	1	3	0	2	0	13	10%	0	8	2	3	3	7	0	36	11%	4	9%	0	7	0	0	0	0	0	7	6%	4	0	0	4	17%	51	10%			
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	0	0	0		
	124														44										111				23				501										
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	0	0	0	0	0	0	0	0	0	0	0	1	0%		
11 Years Old	0	1	0	0	0	0	0	1	0	1	0	3	2%	0	3	1	0	0	0	0	7	2%	0	0%	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	2%
12 Years Old	0	3	0	3	0	1	1	2	0	0	0	10	8%	0	5	2	0	0	1	0	18	6%	0	0%	1	5	0	0	0	0	0	3	9	8%	0	0	0	0	0	0	0	27	5%
13 Years Old	0	2	2	3	0	2	1	1	0	1	0	12	10%	0	6	7	1	2	0	0	28	9%	1	2%	0	12	0	0	1	0	0	5	18	16%	2	0	0	2	9%	49	10%		
14 Years Old	0	2	3	4	0	5	4	0	2	2	0	22	18%	0	9	8	4	4	6	0	53	16%	4	9%	0	13	0	1	1	0	0	8	23	21%	4	0	0	4	17%	84	17%		
15 Years Old	0	5	7	3	0	8	5	0	3	1	2	34	27%	1	21	13	8	13	12	0	102	32%	8	18%	0	20	0	0	0	0	5	25	23%	8	0	1	9	39%	144	29%			
16 Years Old	1	2	7	5	0	7	6	2	4	2	1	37	30%	3	9	17	2	13	22	0	103	32%	16	36%	0	25	0	0	0	0	9	34	31%	4	0	1	5	22%	158	32%			
17+ Years Old	0	3	0	1	0	1	0	0	0	0	0	5	4%	0	4	1	0	1	0	0	11	3%	15	34%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29	6%	
	124														44										111				23				501										

465 youth accounted for the 501 total referrals.

PSYCHIATRIC CONSULTS COMPLETED - 2016													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Reports Requested	88	155	111	131	96	136	116	112	82	91			1118
2. Total Consultations (<i>actual reports received</i>)	56	61	42	97	59	43	49	41	39	37			524
A. Initial Consultations	28	32	19	29	22	10	14	9	14	8			185
B. Follow-Up Consultations	28	29	23	68	37	33	35	32	25	29			339
3. Total Number of Youth Receiving Consultations	55	60	42	92	59	41	49	41	37	36			512

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	7	5			113
2. Medication Discontinued	1	1	1	2	1	1	2	0	1	1			11
3. Continued on Medication	6	8	4	4	3	1	4	1	3	0			34
4. Started on Medication	4	4	4	1	6	0	2	1	3	2			27



NO MEDS PRESCRIBED - PREV HISTORY -	2
NO MEDS PRESCRIBED - NO PREV HISTORY -	3
CONT. MEDS - PREV HISTORY -	0
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	0
STARTED MEDS - PREV HISTORY -	2
DISCONT. MEDS - PREV HISTORY -	1



DISCUSSION

ITEM

B.

Director's Report Juvenile Justice Alternative Education Program – October 2016

The Dallas Holocaust Museum's Education Department offers a variety of multi-disciplinary curriculum trunks for different grade levels. Teachers can borrow the trunks, at no charge, to supplement their instruction. The trunks contain lesson plans, curriculum guides and age appropriate books as it relates to the Holocaust. This month the trunk was used by Ms. Cummings' history class.

October held several opportunities for students and staff to recognize and support activities such as Hispanic Heritage Month, Unity Day, Breast Cancer Awareness, and National Bullying Prevention Month. Students and staff engaged in instructional activities and academic contest to support the observances.

JJAEP held their parent/teacher conference night on October 20th.

JJAEP served 40 families from the Food Bank in October.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT					
Student Enrollment as of :	10/31/2016	Total Enrollment:	83		
Students on Probation/Spv.:	49	59.04%			
OFFENSE STATUS					
Disc.:	21	25.30%	Mand.:	62	74.70%
Plmt.:	0	0.00%			
DEMOGRAPHICS					
Category			Category		
GENDER			DISTRICT	Number	Percent
Male	66		CFB-904	4	4.82%
Female	17		CHISD-904	0	0.00%
			Coppell-992	1	1.20%
			Desoto-906	2	2.41%
			DISD-905	15	18.07%
			Duncanville-907	7	8.43%
			Garland-909	11	13.25%
			GPISD-910	7	8.43%
			HPISD-911	0	0.00%
			IRVING-912	5	6.02%
			Lancaster-913	6	7.23%
			Mesquite-914	13	15.66%
			RISD-916	12	14.46%
			Sunnyvale-919	0	0.00%
				83	100.00%
GRADE	Number	Percent			
3	0	0.00%			
4	0	0.00%			
5	0	0.00%			
6	2	2.41%			
7	8	9.64%			
8	12	14.46%			
9	35	42.17%			
10	10	12.05%			
11	12	14.46%			
12	4	4.82%			
	83	100.00%			
AGE	Number	Percent			
10	0	0.00%			
11	1	1.20%			
12	5	6.02%			
13	9	10.84%			
14	17	20.48%			
15	19	22.89%			
16	17	20.48%			
17	8	9.64%			
18+	7	8.43%			
	83	100.00%			
			ETHNICITY	Number	Percent
			African American	30	36.14%
			Asian	0	0.00%
			Caucasian	3	3.61%
			Hispanic	50	60.24%
			Native American	0	0.00%
				83	100.00%
OFFENSE DESCRIPTIONS					
				Number	Percent
D-12	Serious Misbehavior			11	13.25%
D-14	Misdemeanor Drugs			0	0.00%
D-15	Felony Criminal Mischief			0	0.00%
D-16	Court/County Placement			0	0.00%
D-17	Assault Against Employee			4	4.82%
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			1	1.20%
D-19	False Alarm/Terroristic Threat			4	4.82%
Title 5	Off Campus Felonies Against Student & Other New Discretionary			1	1.20%
M-01	Weapons/Firearms			9	10.84%
M-02	Weapons other than Firearm			16	19.28%
M-03	Aggravated Assault			7	8.43%
M-04	Sexual Assault			0	0.00%
M-05	Aggravated Sexual Assault			0	0.00%
M-06	Arson			5	6.02%
M-07	Murder Offenses/Manslaughter			0	0.00%
M-08	Indecency with a Child			1	1.20%
M-09	Aggravated Kidnapping			0	0.00%
M-10	Felony Drugs			24	28.92%
M-11	Retaliation Against Any Employee			0	0.00%
M-12	Aggravated Robbery			0	0.00%
P-16	Court Placement			0	0.00%
				83	100.00%
DETENTION; PLACEMENT or WARRANTS:				0	0.00%
SPECIAL EDUCATION STUDENTS:				14	16.87%
Avg. Daily Attendance:	68	85.54%	Cum. SY Daily Attendance:	66	84.80%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2016-2017 School Year

The month of October began with 81 students and ended with 83 students enrolled to attend the Dallas County's JJAEP. On average, there were 68 or 85.54% of the students attending on any given day in October. Of the 83 students enrolled at month end, there were 21 discretionary referrals; 0 placement; and 62 mandatory referrals.



ACTION ITEM

VI.



DISCUSSION

ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Board December Meeting

BACKGROUND OF ISSUE

On November 23, 2015, the Juvenile Board approved (JB Order #2015-137), their 2016 meeting schedule. The approved Juvenile Board meeting schedule reflects the December 2016 meeting will be held "**if deemed necessary**", on December 19, 2016, at 5:00 PM at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine if a December meeting will be needed, and/or to consider an alternate meeting time and/or location.

RECOMMENDED BY:

A handwritten signature in blue ink, appearing to read "Dr. Terry S. Smith".

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

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

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Board traditionally does not meet in December unless a meeting is required to allow the Juvenile Board to conduct business prior to the January meeting; and

WHEREAS, the Juvenile Board had determined during the November 23, 2015, meeting that a December Board Meeting if deemed necessary would take place on December 19, 2016, at 5:00 pm at the Henry Wade Juvenile Justice Center.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the listed meeting date and location for the December 2016 meeting "if deemed necessary".

DONE IN OPEN BOARD MEETING this 28th day of November, 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



DISCUSSION

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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Board Meeting Schedule for 2017

Background of Issue:

Traditionally, the Juvenile Board adopts their annual meeting schedule at their November or January meeting.

The Board has been meeting on the fourth Monday of each month at 5:00 p.m., except in months that have conflicts due to judicial training or recognized holidays.

The purpose of this briefing is to request approval of the attached 2017 Juvenile Board meeting schedule.

January 23rd	May 22nd	August 28th
February 27th	June 17th (Budget Retreat, if deemed necessary)	September 25th
March 27th	June 26th	October 23rd
April 24th	July 24th	November 27th
		December 18th (if deemed necessary)

Recommendation:

The Department respectfully requests the Juvenile Board approve the 2017 Juvenile Board meeting schedule. Additionally, the Department respectfully requests to alter the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

Recommended by:

A handwritten signature in blue ink, appearing to read "Terry S. Smith".

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

Juvenile Board Meetings 2017

****All meeting times are at 5 p.m. unless otherwise specified and the exact time of the meetings will be posted on posted meeting agenda.

<u>DATE</u>	<u>TOPICS</u>	<u>LOCATION</u>
JANUARY 23, 2017	1) Selection of Juvenile Board Chairman / Vice Chairman 2) Appoint YSAB Members / YSAB Chairman	HENRY WADE JUVENILE JUSTICE CENTER
FEBRUARY 27, 2017		HENRY WADE JUVENILE JUSTICE CENTER
MARCH 27, 2017	1) Certify Facility for resident's confinement	HENRY WADE JUVENILE JUSTICE CENTER
APRIL 24, 2017		HENRY WADE JUVENILE JUSTICE CENTER
MAY 22, 2017	1) Certify Facility for resident's confinement	LYLE MEDLOCK YOUTH TREATMENT CENTER *
JUNE 24, 2017 **	1) Budget Retreat If deemed necessary **	HENRY WADE JUVENILE JUSTICE CENTER ** Conference Room 203-A 9:00 AM
JUNE 26, 2017	1) Approve FY 2018 Budgets 2) ANNUAL Review of JJAEP Program	JUVENILE JUSTICE ALTERNATIVE EDUCATION FACILITY*
JULY 24, 2017	1) License Facility for resident confinement	LETOT RESIDENTIAL TREATMENT CENTER *
AUGUST 28, 2017	1) Approve State Contracts 2) Approve Local Vendor Contracts 3) Inspection of Pre / Post Adjudication Facility for Certification Requirements	HENRY WADE JUVENILE JUSTICE CENTER *
SEPTEMBER 25, 2017		HENRY WADE JUVENILE JUSTICE CENTER
OCTOBER 23, 2017	1) Certify Facility for resident confinement	LETOT CENTER * (Shelter)
NOVEMBER 27, 2017	1) Certify Facility for resident confinement	DALLAS COUNTY YOUTH VILLAGE *
DECEMBER 18, 2017	If deemed necessary**	HENRY WADE JUVENILE JUSTICE CENTER**

* denotes certification/ inspection required by Board

** denotes meeting if needed

LOCATIONS

HENRY WADE JUVENILE JUSTICE CENTER 2600 LONE STAR DRIVE DALLAS, TEXAS 75212 (214) 698-2200	JUVENILE JUSTICE ALTERNATIVE EDUCATION 1673 TERRE COLONY DALLAS, TEXAS 75212 (214) 637-6136	LYLE B. MEDLOCK YOUTH TREATMENT LETOT CENTER OR LETOT RTC 10305/10503 DENTON DR. Dallas, Texas 75220 (214) 357-0391
YOUTH VILLAGE 1576 E. LANGDON RD Dallas, Texas 75241 (972) 225-9750		

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Board traditionally meets monthly on the fourth Monday of each month, with the possible exception of December due to holidays; and

WHEREAS, the schedule may be revised due to conflicts with Judicial training, conferences or recognized holidays; and

WHEREAS, the Juvenile Department requests that the Juvenile Board meet on the following dates in 2017, subject to change if future scheduling conflicts are discovered.

January 23rd	May 22nd	August 28th
February 27th	June 17th (budget retreat, if necessary)	September 25th
March 27th	June 26th	October 23rd
April 24th	July 24th	November 27th
		December 18th
		(If deemed necessary)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approve the listed meeting dates and attached location schedule for 2017 and the augmentation of the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

DONE IN OPEN BOARD MEETING this 28th day of November, 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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Village Certification

Background of Issue:

Section 51.126 of the Texas Family Code, added by the 81st Legislature, sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

(a) A non-secure correctional facility for juvenile offenders may be operated only by:

- (1) a governmental unit, as defined by Section 101.001, Civil Practice and Remedies Code; or*
- (2) a private entity under a contract with a governmental unit in this state.*

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

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

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

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

Current Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments that operate or contract for the operation of facilities to comply with TJJD's minimum standards for post-

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

adjudication juvenile detention facilities or TJJD standards for post-adjudication secure detention facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend that the Juvenile Board certify the Youth Village as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations:

The Youth Village is a 24-hour general non-secure residential operation located at 1576 Langdon Rd., Dallas, Texas 75241, and provides long term child care services and supervision for 72 males, ages 10-17, which are deemed appropriate for the Youth Village setting by the Juvenile Court. Youth at the Youth Village have been placed by the Juvenile Court of Dallas County with the hope that they will benefit from the structured environment and therapeutic programs offered by the Youth Village. Medical services are provided by Parkland Hospital personnel. The program components concentrate on areas related to youth's educational, emotional, physical, social, psychological and spiritual services that are provided by dedicated staff and community volunteers. In 2015, the Youth Village served a total of 148 residents for an average length of stay of 6.0 months, and an average daily population of 50 residents. The facility is currently registered with the Texas Juvenile Justice Department (TJJD).

Strategic Plan Compliance:

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

Legal Information:

The Texas Family Code requires each Judge of the Juvenile Court and a majority of the members of the Juvenile Board to personally inspect the Youth Village and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Youth Village is \$156.00 (per child) based on a 2016 calendar year average daily population of 71 kids per day with the operating of the program totaling \$3,660,548. Those numbers are based on third quarter averages for 2016.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify the Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

Recommended by:



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

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

JUVENILE BOARD ORDER

ORDER No: 2016-xxx
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

NAME	NAME	NAME
NAME	NAME	NAME
NAME	NAME	NAME

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

- WHEREAS,** section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the juvenile court and a majority of the members of the juvenile board to personally inspect the juvenile non- secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and
- WHEREAS,** section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and
- WHEREAS,** each Judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected the Youth Village; and
- WHEREAS,** the Youth Village Facility has a total operating capacity of 72 beds; and
- WHEREAS,** as a result of that personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Youth Village to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies the Youth Village as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Non-Secure Juvenile Post-Adjudication Detention.

DONE IN OPEN BOARD MEETING this 28th day of November, 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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Village Policy and Procedures Approval for 2016-2017

Background of Issue:

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

§341.3. Policy and Procedures.

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

§341.9. Policy and Procedure Manual.

(a) The chief administrative officer shall maintain and enforce a policy and procedure manual for the juvenile probation department, which shall include the policies, procedures, and regulations of the juvenile probation department as adopted by the juvenile board.

(b) The chief administrative officer shall provide all employees with a copy of or access to the policy and procedure manual, review the manual on an annual basis and update it as necessary.

§343.2. Administration and Management.

(a) Policies and Procedures. The juvenile board shall approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the juvenile board and/or the county.

Discussion:

The Juvenile Department is presenting the Youth Village Policy and Procedures for annual review and approval of the Juvenile Board. The Policy and Procedures manual is based upon ongoing standards for TAC Chapter 355 which were effective November 2013. Please note the Dallas County Youth Village began operating solely under TJJD chapter 355 standards for non-secure facilities upon the Juvenile Board order dated January 27, 2014. The Youth Village license for the Texas Department of Family and Protective Services (TDFPS) was removed. Noted changes to the Policy and Procedures are: The volunteer, Intern and Mentor policy, ANE and Case Plan Coordination. TAC 341 standards have been revised and now the residential probation officer will no longer be responsible for developing the case plan but instead will be required to complete monthly progress reports on juveniles in placement.

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

Strategic Plan Compliance:

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

Legal Information:

The current changes to the Youth Village Policies and Procedures Manual were approved by the Juvenile Department's Legal Advisor, Ms. Denika Caruthers, as to form. A red line copy of the manual is available for your review. A disc was sent to all the Board members.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2016-2017 Policies and Procedures for the Youth Village. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

NAME	NAME	NAME
NAME	NAME	NAME
NAME	NAME	NAME

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that juvenile boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** noted changes to the Policy and Procedures are: the volunteer, Intern and Mentor policy, ANE and Case Plan Coordination. TAC 341 standards have been revised and now the residential probation officer will no longer be responsible for developing the case plan but instead will be required to complete monthly progress reports on juveniles in placement; and
- WHEREAS,** the Youth Village Facility has a total operating capacity of 72 beds; and
- WHEREAS,** as a result of the Juvenile Board's tour and inspection, the Judges of the juvenile court and the Dallas County Juvenile Board deemed the Youth Village Facility to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2016-2017 Youth Village Policies and Procedures.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedures as needed.

DONE IN OPEN BOARD MEETING this 28th day of November, 2016.

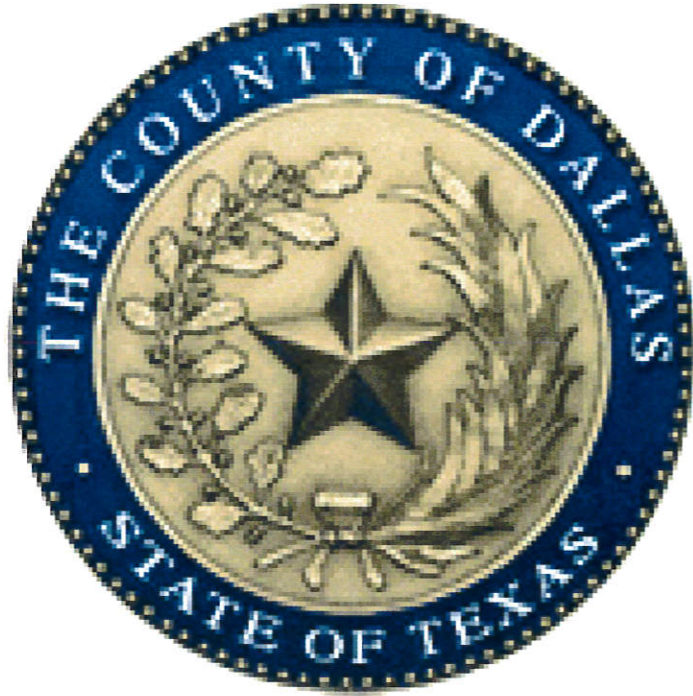
The foregoing Juvenile Board Order was lawfully moved by _____, and seconded by _____, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Contract with Parker County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Background of Issue:

In September 2016, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Parker County, Tom Kidd, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to his County. Parker County, which is west of Dallas County and borders Tarrant County, does not have a Detention Center; and has been contracting primarily with pre-adjudication facilities in Denton and Granbury to supervise youth from their county who are in need of secure detention. Chief Kidd reported that he has had no issues with these facilities, however both are very small and there have been frequent occurrences where neither had bed space for Parker County youth needing to be detained. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County, and has also proposed to contract with other Texas counties for post-adjudication beds at the Letot Girls RTC and the Youth Village Youthful Sexual Offenders program as a part of TJJD's Regionalization Plan mandated by SB1360 from the 84th legislative session. The Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of detained youth has been significantly below this capacity for the last several years. Entering into a contract with Parker County for a small number of pre-adjudication beds is something that this Department feels is advantageous to both counties, and endorses approval for entering into such a contract.

Impact on Operations and Maintenance:

Parker County has supplied statistical data in regards to their usage of pre-adjudication detention while contracting with the Denton and Granbury facilities. In the last 11+ months (since January 1, 2016), they averaged having two (2) youth per day in these two contract detention centers. The most that they contracted for on any one day was seven (7). Their average length of stay for detained youth was approximately fifteen (15) days; many stayed only a few days. With this few projected youth needing pre-adjudication detention services, the impact on our Detention Center's operations would be minimal. These youth would fit into our staffing ratios without the need for additional staff. The proposed contract mandates that Parker County would be responsible for all transportation to and from Parker County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland; and they were in agreement with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment; which could potentially increase our reimbursements from TEA and Region X. We are charging a daily per diem of \$140 per youth, which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention Center, which we believe far exceeds what most detention centers can offer. If approved, the proposed contract will begin December 1, 2016 and last until November 30, 2017.

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

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources.

Legal Impact:

The Contract and Agreement for Pre-Adjudication Residential Service of Juvenile Offenders was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department. The contract also requires the signatures of the Juvenile Board Chair, Judge Cheryl Lee Shannon; the Dallas County Judge, Judge Clay Jenkins; and the Parker County Juvenile Board Chair Mr. Graham Quisenberry.

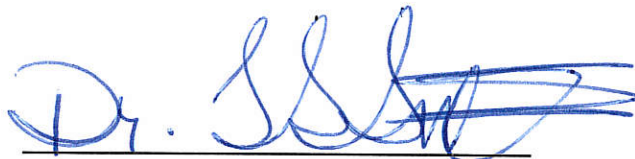
Financial Impact/Considerations:

Parker County Juvenile Department will be responsible for the daily rate of \$140 per day per youth for every youth that is detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's proposed contract with the Parker County Juvenile Department to house that County's youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center.

Recommended by:



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

**CONTRACT AND AGREEMENT FOR
PRE-AJUDICATION
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

STATE OF TEXAS §

COUNTY OF DALLAS §

**DALLAS COUNTY JUVENILE BOARD
Dr. Jerome McNeil Jr. Juvenile Detention Center**

December 1, 2016 – November 30, 2017

This Contract and Agreement made and entered into by and between the County of Dallas, acting by and through its duly authorized representatives, the Dallas County Juvenile Board (hereinafter referred to as "Dallas County") and the Parker County Juvenile Board acting by and through its duly authorized representatives, (herein referred to as CONTRACT County), to be effective December 1, 2016 to November 30, 2017.

ARTICLE I WITNESSETH

- 11 Whereas, Dallas County operates the Dr. Jerome McNeil Jr. Juvenile Detention Center according to all applicable State of Texas standards and required Federal Government laws and standards including but not limited to what the State of Texas requires for the Federal Prison Rape Elimination Act standards; and
- 12 Whereas, CONTRACT County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of the Dr. Jerome McNeil Jr. Juvenile Detention Center to house and maintain youth of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during the pre-disposition treatment prescribed by the Court; and
- 13 Whereas, Dallas County has attached as Exhibit A its Title VI Assurances; and
- 14 Whereas, Dallas County desires to make the facility available to CONTRACT County for such use and purpose, and CONTRACT County desires to contract for the use of said facility:
- 15 Now, therefore, the parties agree as follows:
 - (1) The term of this contract shall be for a period of one year from the date of execution.

This contract shall automatically renew with the same terms and conditions unless within sixty (60) days prior to the expiration of the contract, one party gives notices to the other party regarding any changes to the terms and conditions of the contract.

If either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing within 30 days, by certified mail or personal delivery to its principal office, of its intention to terminate the contract.

After receipt of notice of termination, the CONTRACT shall terminate, become null and void and be of no further force and effect. CONTRACT County shall remove all youth placed in the facility on or before the termination date.

(2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior counseling to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document paraprofessional counseling, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the girl outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.

(3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount.

(4) If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to indemnify and hold harmless Dallas County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if

space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome McNeil Jr. Juvenile Detention Center.

(5) Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.

(6) Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(7) A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.

(8) If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.

(9) Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.

(10) It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.

(11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(12) Dallas County agrees to Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the County which are directly pertinent to that specific contract for the purpose of making audit, experimentation, excerpts and transcriptions for a period of seven (7) years, or until pending litigation, claim audit or review and all questions arising therefrom have been resolved.

(13) Dallas COUNTY shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the CONTRACT County's request for information made concerning CONTRACT County's youth during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

DALLAS COUNTY agrees that it will permit CONTRACT County to examine and evaluate its program of services provided under the terms of the contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of DALLAS COUNTY and the youth when deemed necessary.

(14) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit CONTRACT County, its agents, servants, or employees in any way to manage, control, direct, or instruct Dallas County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facility.

(15) It is further understood and agreed by the parties hereto that prior to any youth's admission to the facility, the CONTRACT County shall provide verification and documentation of the following: a tuberculosis test with received results no more than 365 calendar days prior to the admission date; a medical examination conducted by a physician, physician's assistant, or nurse practitioner within 365 calendar days of the admission date; and a psychological evaluation or behavioral health assessment completed no more than 365 calendar days prior to the admission date.

DEFAULT

- 2.1 CONTRACT County may, by written notice of default to Dallas County, terminate in whole or any part of this contract in any of the following circumstances:
- (a) If Dallas County fails to perform the work called for by this contract within the time specified herein, or
 - (b) If Dallas County fails to perform any of the provisions of this contract, or fails to perform the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a reasonable period (or such extensions as authorized by CONTRACT County in writing) after receiving notice of default.
- 2.2 Except with respect to defaults of subcontractors, Dallas County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the

control and without the fault or negligence of Dallas County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Dallas County shall not be liable for any excess costs for failure to perform.

ARTICLE II
OFFICIALS NOT TO
BENEFIT

- 3.1 No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Dallas County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- 3.2 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive here from.
- 3.3 No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.
- 3.4 Dallas County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

ARTICLE III
EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 During the performance of this contract, Dallas County agrees as follows:
 - (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Dallas County will in all solicitations or advertisement for employees placed by or on behalf of Dallas County, state that all qualified applicants for positions in the facility will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE IV
DUTY TO
REPORT

- 5.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, DALLAS COUNTY, 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 CONTRACT County, the TJJD Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.
 - 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 TJJJ Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to children placed by CONTRACT County, the TJJJ Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.

5.2 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 DALLAS COUNTY 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.

5.3 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 V
PRISON RAPE ELIMINATION
ACT

- 5.4 Dallas County 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.
- 5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, 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)]
- 5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.
- A. Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
- B. CONTRACT County may conduct their own audit, at any time, to determine DALLAS COUNTY'S compliance with PREA standards.
1. Dallas County shall assist fully with any and all audits.

ARTICLE VI
APPLICABLE
LAW AND
VENUE

- 6.1 This MOU 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 Dallas County, Texas. Exclusive venue for any litigation arising from this Contract shall be in **DALLAS COUNTY**, Texas.

ARTICLE VII
INDEMNIFICATION

- 7.1 TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, DALLAS COUNTY AND KAUFMAN COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, AND LOSSES WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT(S) COMMISSION OR OMISSION OF THE INDEMNIFYING PARTY, ITS , ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, BOARD MEMBERS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

ARTICLE VIII
SOVERIEGN IMMUNITY

- 8.1 This CONTRACT shall not be interpreted to inure to the benefit of a third party not a party to this CONTRACT. This CONTRACT may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this CONTRACT, party's agent, or party's employee, otherwise provided by law.

ARTICLE IX
LEGAL CONSTRUCTION

- 9.1 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 X
EXECUTION

10.1 This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of youth who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by CONTRACT County for such youth placed in the facility by the Judge of CONTRACT County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective. Executed in duplicate this 18 day of November, 2016, to be effective December 1, 2016, each copy hereof shall be considered an original copy for all purposes.

DALLAS COUNTY JUVENILE BOARD:

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

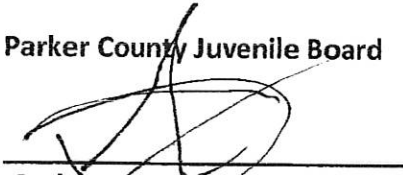
RECOMMENDED:

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

COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS

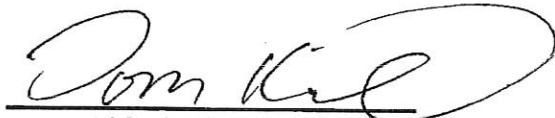
County Judge
and Presiding Officer of Said
Court Dallas County, Texas

Parker County Juvenile Board



Graham Quisenberry,

Juvenile Board Chairman



Tom Kidd, Chief JPO

APPROVED AS TO FORM:

By:

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

Attachment A

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, N.W. 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

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: PARKER County Juvenile Probation

Tom Kidd

Signature, Authorized Representative of Contractor

11-18-16

Date

Chief JPO

Title

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx
DATE: November 28, 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 28th day of November, 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, the Parker County Juvenile Department has requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no beds being available at the time they are needed; and

WHEREAS, the Juvenile Department currently has a contract in place with Kaufman County Juvenile Department for detention beds, which has been a successful collaboration; and the Juvenile Department has also agreed to contract out Post-Adjudication beds at our Letot Girls RTC and our Youth Village Youthful Sexual Offenders program in collaboration with TJJD's Regionalization Plan; and

WHEREAS, due to the small number of anticipated detention beds being needed by Parker County, the impact on our detention center would be minimal and would not require additional staff or resources at this time; and

WHEREAS, the contract with Parker County would be in effect from December 1, 2016 to November 30, 2017; and would require a daily per diem to be paid to Dallas County in the amount of \$140 per youth per day; and

WHEREAS, the recommended contract was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

WHEREAS, this contract would also require the signatures of the Juvenile Board Chair of Dallas County, the County Judge of Dallas County, and the County Judge of Parker County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's recommendation to enter into a contract with Parker County Juvenile Department for utilization of bed space at the Dr. Jerome McNeil Jr. Juvenile Detention Center for youth requiring pre-adjudication detention services from Parker County.

DONE IN OPEN BOARD MEETING this 28th day of November, 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

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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Memorandum of Understanding with Texas A&M Health Science Center (TAMHSC) Texas A&M College of Dentistry Dental Renewal

Background:

Since 1982, the Dallas County Juvenile Department contracted with private providers for dental services for residents in the Detention Center, Youth Village, Letot Center, Hill Transition Center, and Medlock Treatment Center and now the Letot RTC. Beginning in FY2001, the Department entered into an Interlocal Agreement with the Texas A&M University Health Science Center (TAMHSC) Texas A&M College of Dentistry for the provision of dental services.

On August 24, 2014, Court Order #103, Dallas County and TAMHSC agreed to amend the term of the Original Interlocal Agreement, which was set to expire at midnight August 31, 2014, extending it until December 31, 2014. This amendment includes language which allows for renewal for three additional annual terms upon written mutual agreement of both parties. Dallas County has agreed to exercise the third of three one-year renewal terms to extend the dental contract with TAMHSC for the term of January 1, 2017, through December 31, 2017.

The purpose of this briefing is to request the Juvenile Board's approval of the renewal of the agreement with (TAMHSC) Texas A&M College of Dentistry for the provision of dental services for calendar year 2017.

Operational Impact:

Texas A&M University Health Science Center offers a unified source of services, supervision and coordination by a dental science professional and centralized inventory and record keeping. Staff positions provided by TAMHSC include: (1) a faculty member dentist to perform patient screenings/examinations and treatment and supervise TAMHSC students; (2) a dental assistant to function as clinic manager (overseeing scheduling, charts, statistics, instruments, etc.); and (3) TAMHSC dental students to perform patient screenings/examinations and treatment under direct supervision of the faculty dentist.

TAMHSC students function as care providers on a rotation basis as scheduling and clinic space permit, and always under the direct supervision of TAMHSC dental faculty. Dental services are provided between 8:00 a.m. and 5:00 p.m. five days per week, excluding Saturday and Sunday. The dental clinic is closed on all Dallas County official holidays and/or closings. During Texas A&M University Health Science Center (TAMHSC) Texas A&M College of Dentistry extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only.

**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

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 2: Dallas County is a healthy community by ensuring the youth we serve receive all required medical services.

Legal Impact:

The renewal contract has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor. The County Judge is required to sign the agreement after approval by Commissioners Court.

Performance Measures:

It is estimated TAMHSC will provide between 350 to 450 individual screenings/treatment appointments per month.

Financial Impact:

Payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board authorize the renewal of the Interlocal Agreement to provide dental services between Texas A&M University Health Science Center on behalf of the Dallas County Juvenile Department, effective for the period January 1, 2017, through December 31, 2017.

Recommended by:



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

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE DENTAL SERVICES BETWEEN
TEXAS A & M UNIVERSITY HEALTH SCIENCE CENTER
AND
DALLAS COUNTY JUVENILE BOARD
ON BEHALF OF THE
DALLAS COUNTY JUVENILE DEPARTMENT**

WHEREAS, Texas A & M University Health Science Center (hereinafter "TAMHSC") a health-related institution under the administration of Texas A&M University, a Texas Institution of higher education, on behalf of Baylor College of Dentistry, with primary offices at 3302 Gaston Avenue, Dallas, TX 75246 has agreed to provide dental services to the youth of the Dallas County Juvenile Department, including youth in the Detention Center, Marzelle C. Hill Transition Center, Letot Center, Youth Village, and Medlock Center; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal agreements between local government agencies to perform governmental functions; and Section 791.025 of the Texas Government Code does permit interlocal agreements between local governments for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids for the purchase of such goods and services; and

WHEREAS, TAMHSC and the Dallas County Juvenile Board now desire to enter into this Agreement to permit TAMHSC to provide dental services to the youth of the Dallas County Juvenile Department, including youth in the Detention Center, Marzelle C. Hill Transition Center, Letot Center, Youth Village, and Medlock Center, as more specifically described herein.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between TAMHSC and the Dallas County Juvenile Board, upon and for the mutual consideration as stated herein:

1. DEFINITIONS:

- A. Agreement. Reference to this Interlocal Agreement to Provide Dental Services Between TAMHSC and the Dallas County Juvenile Board, on behalf of the Dallas County Juvenile Department;
- B. Dallas County Juvenile Board. The Dallas County Juvenile Board (the "DCJB"), a governmental entity in the State of Texas, including the Dallas County Juvenile Department (the "DCJD");
- C. Texas A & M University Health Science Center. a health-related institution under the administration of Texas A&M University, a Texas Institution of higher education, on

behalf of Baylor College of Dentistry;

- D. Youth. A juvenile who is classified as a detainee of one of the following Dallas County Juvenile Department Juvenile facilities: Detention Center; Youth Village; Marzelle C. Hill Transition Center; Letot Center; and Medlock Center; and
- E. Dental Care Services. Work to be performed as identified in Section 4, Scope of Work (the "Services") for youth.

2. TERM:

The term of this Agreement shall begin on January 1, 2015 and shall end on December 31, 2015. This Agreement may be renewed for three (3) additional one-year terms upon written mutual agreement of both parties.

3. RELATIONSHIP OF THE PARTIES:

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

4. SCOPE OF WORK:

A. RESPONSIBILITIES OF TAMHSC

- 1. TAMHSC shall provide Services within the scope of general dentistry, including but not necessarily limited to the following:
 - a. Coordination of patient scheduling, cleaning and sterilization of dental instruments, and performance of required infection control procedures in the dental clinic;
 - b. Oral examination of youth;
 - c. Originate and maintain patient charts as needed, to include radiographic examination and records;
 - d. Preventive, palliative and emergency dental treatment (cleaning and polishing of teeth, topical fluoride application, amalgam and resin restorations, stainless steel crowns, etc.);
 - e. Provide more extensive restorative/elective procedures (permanent crowns, bridges) as time, material costs and treatment constraints permit;

- f. Endodontic treatment as required, within the scope of general dental practice;
- g. Oral surgery procedures (extraction of teeth, removal of exostoses, incision & drainage of abscess, etc.) as required, within the scope of general dental practice. Removal of teeth will be done only if the tooth is deemed to be non-restorable by the Dentist;
- h. Periodontal treatment (treatment of gums, scaling/root planing, etc.) as required, within the scope of general dental practice;
- i. Other standard general dental procedures as deemed necessary;
- j. Recommendation and coordination of referrals for care or services as required;
- k. Oral hygiene instruction and health education/disease prevention presentations;
- l. Conduct approximately three hundred fifty (350) to four hundred fifty (450) individual screening/treatment appointments per month;
- m. Maintain statistical data as directed by DCJD;
- n. Providing computer hardware and software (to remain property of TAMHSC) for creation and maintenance of a patient database, maintaining statistics as follows:
 - 1. Referral information;
 - 2. Number of youth referred and reason(s) for referral;
 - 3. Number and types of treatment performed or provided;
 - 4. Number of untreated youth, and the reason(s) for non-treatment;
 - 5. Daily log of youth seen, including total patients seen; and
 - 6. Summary of services provided including total treatment rendered.
- o. Provide DCJD with access to the youth database during the term of the Agreement and a copy of the database after termination of the Agreement;
- p. Provide clinical supervision of the Texas Woman's University (TWU) Dental Hygiene students in the clinical area.

2. FACILITIES AND EQUIPMENT

- a. TAMHSC will provide all disposable supplies including restorative materials (amalgam, composite, etc.), infection control supplies (gowns, gloves, masks, etc.), topical and local anesthetics, and operatory supplies such as cotton gauze and rolls, suction tips, patient napkins, etc.
- b. TAMHSC will provide (hand pieces, hand instruments, ultrasonic scalers, etc.) and contract for or provide maintenance of all dental equipment provided by TAMHSC and used on-site at DCJD.

3. PERSONNEL

- a. Dental service providers will be TAMHSC faculty and staff members, and TAMHSC students scheduled on rotation, working under the direct supervision of faculty members.
- b. The primary dental team for the DCJD will consist of three members:
 - 1. a TAMHSC faculty member dentist to perform patient screenings/examinations and treatment and supervise TAMHSC students and TWU Dental Hygiene students;
 - 2. a dental assistant to function as clinic manager (overseeing scheduling, charts, statistics, instruments, etc.); and
 - 3. TAMHSC dental students to perform patient screenings/examinations and treatment under the direct supervision of the faculty dentist.
- c. Delegation of duties within the clinic will follow the practice in most private dental offices, i.e., the dentist will perform and/or supervise patient examinations and restorative treatment and provide general supervision of the dental students, who will provide cleanings, topical fluoride applications and oral hygiene instruction, place preventive sealants, and take radiographs as authorized by the dentist.
- e. The clinic manager will work with the dentist as treatment is rendered, take radiographs as authorized by the dentist, and assist in performing operatory infection control procedures, instrument cleaning and sterilization.
- f. TAMHSC students will function as care providers on a rotation basis as scheduling and clinic space permit, and always under the direct supervision of TAMHSC dental faculty.
- g. TAMHSC will display in the clinic current Texas State dental and dental assisting license certificates for each dentist and dental assistant providing care and/or supervising students.
- h. TAMHSC will maintain copies of current Texas State Controlled Substance and DEA Controlled Substance certificates for each dentist and current radiographic certification records for each dental auxiliary providing care.
- i. TAMHSC staff must follow DCJD policies and procedures related to safety and security and other relevant issues, copies of which will be provided or made available to TAMHSC staff.
- j. TAMHSC agrees that all service and/or medical providers and onsite TAMHSC personnel will be subject to security clearance background checks and understands that access will be denied to those persons, in the sole discretion of DCJD, that have questionable backgrounds.

4. WORK SCHEDULE

- a. Dental services will be provided between the hours of 8:00 AM and 5:00 PM for five (5) days per week, excluding Saturday and Sunday.
- b. The dental clinic will be closed on all Dallas County official holidays and/or closings.
- c. Coverage for emergency care during scheduled clinic closures will be provided by the TAMHSC dental team assigned to the DCJD dental clinic, on an on-call basis.
- d. During Baylor College of Dentistry's extended Christmas holiday, there will be a dentist available to conduct screenings and provide emergency treatment only.

B. RESPONSIBILITIES OF THE DCJD

1. COMPENSATION

- a. Reimbursement for provision of dental services will be provided on a flat fee basis.
- b. TAMHSC will submit a request for payment to the Dallas County Auditor through the DCJD, addressed to the Superintendent of Detention for verification of services.
- c. DCJD will reimburse TAMHSC for provision of services at a monthly flat rate of NINE THOUSAND SIX HUNDRED SIXTY-SIX AND 67/100 DOLLARS (\$9,666.67), for a total annual reimbursement not to exceed ONE HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS (\$116,000.00).

2. FACILITY

- a. The DCJD shall provide secured facility space, all necessary large equipment (as solely defined by the DCJB), custodial care, necessary facilities and large equipment maintenance (air compressors, vacuum and water line systems).
- b. Facility Location: The Services will be performed at the following site which is owned, operated, and maintained by the DCJB:

Detention Center
2600 Lone Star Drive
Dallas, Texas 75212

C. RESPONSIBILITIES OF THE TAMHSC AND THE DCJD

1. Provide continuous feedback to each other and agree to review and evaluate this Agreement annually.
2. Revise or modify in writing this Agreement if both parties agree to the revision or modification.
3. Jointly publicize the partnership and the benefits of the collaboration.

5. TERMINATION:

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

6. NOTICE:

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

DCJB/DCJD:

Attn: Terry Snow-Smith, M.D., Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2215
Fax: 214-698-5508
Email: Terry.Smith@DallasCounty.org

TAMHSC:

Attn: Daniel L. Jones, DDS, PhD
Texas A&M University Health Science Center
Baylor College of Dentistry
Public Health Sciences Dept.
3302 Gaston Avenue
Dallas, Texas 75246
Phone: 214-828-8350
Fax: 214-828-8449
Email: djones@tamhsc.edu

7. DISPUTE RESOLUTION:

A. The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMHSC and DCJB to attempt to resolve any claim for breach of Agreement made by DCJB:

1. The DCJB's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, DCJB shall submit written notice, as required by subchapter B, to the Vice President for Finance and

Administration of TAMHSC. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TAMHSC otherwise entitled to notice under the parties' Agreement. Compliance by DCJB with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code;

2. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is DCJB's sole and exclusive process for seeking a remedy for any and all alleged breaches of Agreement by TAMHSC if the Parties are unable to resolve their disputes under subparagraph (A) of this paragraph; and
 3. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by TAMHSC nor any other conduct of any representative of TAMHSC relating to the agreement shall be considered a waiver of sovereign immunity to suit.
- B. The submission, processing and resolution of DCJB's claim is governed by the published rules adopted by the attorney general pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- C. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by DCJB, in whole or in part.
- D. The designated individual responsible on behalf of TAMHSC for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be the Vice President for Finance and Administration of TAMHSC.

8. INSURANCE AND INDEMNIFICATION:

- A. To the extent authorized by the Constitution and laws of the State of Texas and without the establishment of a sinking fund, DCJD and the DCJB shall hold harmless and indemnify TAMHSC, the State of Texas, Board of Regents, Texas A & M University and their officers, employees and agents, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of DCJB or DCJD, its officers and employees, including any acts constituting negligence. To the extent authorized by the Constitution and laws of the State of Texas, TAMHSC shall hold harmless and indemnify DCJD, Dallas County, the Commissioners and Juvenile Board members and their officers and employees, from and against any and all claims, liabilities, losses, judgements, expenses and/or damages, including reasonable attorney's

fees and court costs, resulting from or attributable to any act or omission of TAMHSC, its officers and employees, including any acts constituting negligence.

- B. In addition, TAMHSC shall at all times during the term of this Agreement and at its own expense, maintain in full force and effect the following coverage:
1. Workers' Compensation meeting the requirements established by Texas Labor Code;
 2. Professional malpractice insurance in the minimum amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) individual professional liability for each loss and an aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) per event covering the duties performed under and during this Agreement. For any claim(s) arising from work performed pursuant to the Agreement, such policy of insurance shall be primary. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the Agreement;
- C TWU will maintain any insurance required by DCJD for the Dental Hygiene students under the terms of the agreement between TWY and DCJD.

9. SUBCONTRACTING:

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

10. CHOICE OF LAWS AND VENUE:

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

11. 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.

12. SEVERABILITY:

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

13. SIGNATORY WARRANTY:

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

14. ENTIRE AGREEMENT:

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

15. 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.

16. FEDERAL FUNDED PROJECT:

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

17. 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. TAMHSC has a duty to mitigate damages.

18. ASSIGNMENT:

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

19. 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.

20. SOVEREIGN IMMUNITY:

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

21. PREVENTION OF FRAUD AND ABUSE:

TAMHSC 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 TAMHSC's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the DCJB to the Office of the Inspector General for appropriate action. Moreover, TAMHSC warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. TAMHSC shall, upon notice by DCJB, refund expenditures of the TAMHSC that are contrary to this Agreement and deemed inappropriate by the DCJB. Said notice requires that the DCJB provide written notice of such claims and include the evidence and reasons for such charges. TAMHSC may review the claim and either choose to refund these expenditures or allow the

matter to be resolved using the Chapter 2260 process described in paragraph 7 of this Agreement.

22. FISCAL FUNDING CLAUSE:

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

23. HIPPA:

As applicable, all parties agree to adhere to the standards under the Health Insurance Portability and Accountability Act of 1996, as amended, codified at 42 USC § 1320d through d-8 ("HIPPA") or the Protected Health Information standards as promulgated in 45 CFR Part 164 and 45 CFR Part 142 ("PHI"). All parties take notice and agree to follow the exceptions regarding correctional situations. All parties agrees to use and disclose PHI only as required to perform the services outlined herein, which may include the proper management and administration of each entity. The parties may provide data aggregation services to health care operations of each of the other parties. The parties will not use or further disclose PHI other than as provided by this Agreement. The parties agree to promptly notify each other of any use or disclosure of PHI not provided for in this Agreement. The parties agree to notify each other of their corrective actions to cure any breaches as soon as possible. The parties understands that any of the other parties may terminate this Agreement immediately if another party's actions are not successful in remedying the breach and any party may report the problem to the Secretary of Health and Human Services. The parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions as stated herein. The parties agree to make its internal practices, books and records relating to the use and disclosure of PHI received from, created or received by the party available to the Secretary of Health and Human Services or each other for purposes of determining each party's compliance with HIPPA. After each party has completed working with or using PHI provided by all of the other parties, they agree to return and destroy all PHI if feasible, and if not feasible, the parties agree to continue to protect the PHI from wrongful use and disclosure. If a party decides to destroy PHI provided by another party under this Agreement, that party will keep a record of the proper destruction or provide all the parties with notice and certification of proper destruction of PHI.

24. PROMPT PAYMENT ACT:

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

25. FORCE MAJURE

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

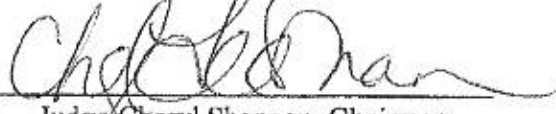
26. TRANSITION SERVICES:


Upon notice of termination and/or expiration of this Agreement, the DCJB shall immediately have the right to audit any and all records of TAMHSC relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, TAMHSC agrees to transition the Services provided herein in a cooperative manner and provide anything requested from the DCJB at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Agreement and Services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJB upon transition of Services to another contractor or DCJB department providing the same or similar services; and (iii) Final accounting of all income from the Agreement; and (iv) Downloading and removal of all DCJB information from TAMHSC's equipment and software; and (v) Removal of TAMHSC's Services without affecting the integrity of DCJB's systems; and (vi) All Records and DCJB property. This provision shall survive Agreement termination.

EXECUTED this the 15TH day of DECEMBER, 2014.

DALLAS COUNTY JUVENILE BOARD:

TAMHSC:

BY: 
Judge Cheryl Shannon, Chairman
Dallas County Juvenile Board

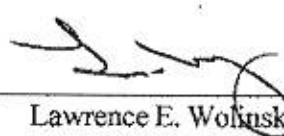
BY:  MD 11/10/2014
J. STROH, M.D.
Executive Vice President and CEO

BY:  10/30/2014

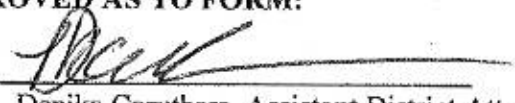
RECOMMENDED BY:

Texas A&M University
Baylor College of Dentistry

BY: 
Terry Snow-Smith, M.D., Director
Dallas County Juvenile Department

BY: 
Lawrence E. Wolinsky, Ph.D., D.M.D.
Dean

APPROVED AS TO FORM:

BY: 
Denika Caruthers, Assistant District Attorney
Chief, Civil Section

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

JUVENILE BOARD ORDER

ORDER NO: 2014-103
DATE: August 25, 2014
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 25th day of August, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge William Mazur Commissioner John Wiley Price
Ms. Paula Miller Judge Andrea Plumlee
County Judge Clay Jenkins Judge Gracie Lewis

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

WHEREAS, The inter-local agreement with the Texas A&M University System Health Science Center - Baylor College of Dentistry to provide dental services for residents in the Detention Center, Youth Village, Letot Center, Hill Transition Center, and Medlock Treatment Center; and

WHEREAS, This Original inter-local agreement effective as of September 1, 2010, shall terminate at midnight on August 31, 2014; and

WHEREAS, Section 2 (Term) of the original Interlocal Agreement Amendment #4 is amended so that it terminates December 31, 2014; and

WHEREAS, provide between 300 – 400 individual screenings / treatment appointments per month; and

WHEREAS, payment for service is \$9,666.67 per month for a total annual reimbursement of \$116,000.

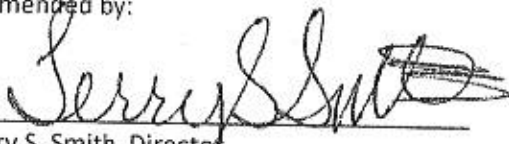
WHEREAS, all remaining terms and conditions outlined in the Original Interlocal Agreement shall remain in place.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board that the Dallas County Juvenile Board approve the amendment to extend the agreement between Dallas County and Texas A&M University System Health Science Center Baylor College of Dentistry to provide dental services.

DONE IN OPEN BOARD MEETING this 25th day of August, 2014.

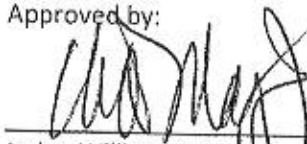
The foregoing Juvenile Board Order was lawfully moved by Judge Andrea Plumlee and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 6 for the motion and 0 opposed.

Recommended by:



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

Approved by:



Judge William Mazur, Vice-Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2014-xxx
DATE: December 15, 2014
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 15th day of December, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Juvenile Board previously entered into an interlocal agreement with the Texas A&M University Health Science Center(TAMHSC) Baylor College of Dentistry to provide dental services for residents in the Detention Center, Youth Village, Letot Center, Hill Transition Center, and Medlock Treatment Center; and
- WHEREAS,** the previous agreement was due to expire on midnight August 31, 2014 and was amended on August 24, 2014 Court Order #103, extending it until December 31, 2014; and
- WHEREAS,** the term of this agreement shall begin on January 1, 2015 and shall end on December 31, 2015. This agreement may be renewed for three (3) additional one-year terms upon written mutual agreement of both parties; and
- WHEREAS,** Texas A&M University Health Science Center(TAMHSC) Baylor College of Dentistry expects to provide between 350 to 450 individual screenings/treatment appointments per month; and
- WHEREAS,** Dallas County agrees to pay a flat fee of \$9,666.67 per month for services, for a total annual reimbursement not to exceed \$116,000; and
- WHEREAS,** all remaining terms and conditions outlined in the Original Interlocal Agreement shall remain in place.

Texas A&M University Health Science Center (TAMHSC) Baylor College of Dentistry Memorandum of Understanding Dental Renewal Contract

Page 2

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the renewal to the Interlocal Agreement with Texas A&M University Health Science Center to provide dental services for calendar year 2015.

DONE IN OPEN BOARD MEETING this 15th day of December, 2014.

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: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Juvenile Board previously entered into an interlocal agreement with the Texas A&M University Health Science Center (TAMHSC) Texas A&M College of Dentistry to provide dental services for residents in the Detention Center, Youth Village, Letot Center, Letot RTC, Hill Transition Center, and Medlock Treatment Center; and

WHEREAS, Dallas County has agreed to exercise the third of three one-year renewal terms to extend the dental contract with TAMHSC for the term of January 1, 2017, through December 31, 2017; and

WHEREAS, Texas A&M University Health Science Center (TAMHSC) Texas A&M College of Dentistry expects to provide between 350 to 450 individual screenings/treatment appointments per month; and

WHEREAS, Payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid; and

WHEREAS, all remaining terms and conditions outlined in the Original Interlocal Agreement shall remain in place.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the renewal to the Interlocal Agreement with Texas A&M University Health Science Center to provide dental services for calendar year 2017.

DONE IN OPEN BOARD MEETING this 28th day of November, 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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Physical Modifications Required to Operate the Letot Residential Treatment Center as a Secure Residential Facility

Background of Issue:

The Letot Residential Treatment Center for Girls was designed and built to comply with federal regulations for the housing of status offenders, which require, in part, that residents be able to exit the building without facing architectural barriers or needing staff help. The building was also designed and built to comply with relevant Texas Family Code mandates and Texas Juvenile Justice Department standards for non-secure facilities. Construction ended the summer of 2015, the Juvenile Board certified the facility as suitable for the confinement of juveniles in July of 2015, and a few days later we accepted the first group of residents. After operating the facility for a year, we have determined that the interest of the community is best served by modifying the physical structure of the Letot RTC to operate as a secure juvenile residential facility. This brief intends to present to the Juvenile Board the proposed cost and time line, and request approval to proceed with the changes.

Impact on Operations

The required modifications involve no structural changes; they center around door control and video surveillance. Required materials include, in part: 19 magnetic locks, 25 card readers, 6 hollow metal doors, 6 Cisco indoor cameras, and related electronics and cabling. Once approved by the Juvenile Board and Dallas County Commissioners Court, we expect the project to last approximately 3.5 months, contingent on product availability, Dallas County IT and Dallas County Communications workload, and holiday schedules.

Strategic Plan Compliance

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

Legal Information:

There are no legal issues to discuss at this time.

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

214-698-2200

Financial Impact/Considerations:

Cost of the modifications is estimated at \$85,244.76 for purchase and installation of the hardware and electronic systems, and \$8,324.38 for cabling and installation, for a total cost of \$93,569.14. Funding to make the Letot RTC a secure facility should be charged to Fund 196 Letot RTC project, with funding transferred from Fund 196 Unallocated Reserves. Ms. Carmen Williams, Juvenile Departments Budget Manager has reviewed this information and it has been reviewed and approved by Dallas County Budget Director Mr. Ryan Brown.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the request to install physical modifications to the Letot RTC to qualify for registration as a secure residential post-adjudication facility under Texas Juvenile Justice Department standards.

Recommended by:



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



Dallas County Juvenile Department

POST ADJUDICATED FACILITY BEDS AND LOCATIONS

CURRENT

PROPOSED

MEDLOCK- 96 BEDS
 RTC - 60 BEDS
 STARS- 36 BEDS

YOUTH VILLAGE-72 BEDS
 RTC - 56 BEDS
 *YO STARS - 16 BEDS

DETENTION START-40 BEDS
 MALES - 30 BEDS
 FEMALES - 10 BEDS

~~DETENTION START~~ STARS-40 BEDS
 MALES - 40 BEDS
~~FEMALES - 10 BEDS~~

DETENTION RDT -60 BEDS
 MALES - 45 BEDS
 FEMALES -15 BEDS

DETENTION RDT -60 BEDS
 MALES - 60 BEDS
~~FEMALES -15 BEDS~~

LETOT RTC – 96 BEDS
 GIRLS - 96 BEDS

LETOT RTC – 96 BEDS
 *GIRLS - 74 BEDS (Includes Start Girls)
 RDT GIRLS- 22 BEDS

YOUTH VILLAGE-72 BEDS
 RTC - 56 BEDS
 YO STARS - 16 BEDS

NO CHANGE
 ⇔

MEDLOCK- 96 BEDS
 RTC - 60 BEDS
~~STARS~~ START- 36 BEDS

***HILL CENTER -48 BEDS**
 MALES - 40 BEDS
 FEMALES - 08 BEDS

NO CHANGE
 ⇔

***HILL CENTER -48 BEDS**
 MALES - 40 BEDS
 FEMALES - 08 BEDS

We currently have the capability of housing 412 post-adjudicated youth. * Hill Center is identified as a non-secure pre-adjudicated program, however; we house post-adjudicated youth too. On this date (11-11-16) we currently have 226 youth in our post-adjudicated facilities.

*Contract beds offered as part of our Regionalization plan

JUVENILE BOARD ORDER

ORDER No: 2016-XXX

DATE: November 28, 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 28th day of November, 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 Letot Residential Treatment Center for Girls was designed and built to comply with federal regulations for the housing of status offenders, which require, in part, that residents be able to exit the building without facing architectural barriers or needing staff help. The building was also designed and built to comply with relevant Texas Family Code mandates and Texas Juvenile Justice Department standards for non-secure facilities. Construction ended the summer of 2015, the Juvenile Board certified the facility as suitable for the confinement of juveniles in July of 2015, and a few days later the Letot RTC accepted the first group of residents. After operating the facility for a year, the Juvenile Department has determined that the interest of the community is best served by modifying the physical structure of the Letot RTC to operate as a secure juvenile residential facility; and

WHEREAS, the required modifications involve no structural changes; they center around door control and video surveillance. Required materials include, in part: 19 magnetic locks, 25 card readers, 6 hollow metal doors, 6 Cisco indoor cameras, and related electronics and cabling. Once approved by the Juvenile Board and Dallas County Commissioners Court, the Department expects the project to last approximately 3.5 months, contingent on product availability, Dallas County IT and Dallas County Communications workload, and holiday schedules; and

WHEREAS, cost of the modifications is estimated at \$85,244.76 for purchase and installation of the hardware and electronic systems, and \$8,324.38 for cabling and installation, for a total cost of \$93,569.14. Funding to make the Letot RTC a secure facility should be charged to Fund 196 Letot RTC project, with funding transferred from Fund 196 Unallocated Reserves. Carmen Williams, Juvenile Departments Budget Manager has review this information and it has been approved by Dallas County Budget Director Mr. Ryan Brown ; and

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the request to install physical modifications to the Letot RTC to qualify for registration as a secure residential post-adjudication facility under Texas Juvenile Justice Department standards.

DONE IN OPEN BOARD MEETING this 28th day of November, 2016.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Gulf Coast Trades Center, Workforce Development Grant Memorandum of Understanding

Background of Issue:

Since approximately 1991, the Dallas County Juvenile Department has contracted with Gulf Coast Trades Center (GCTC) for the provision of residential placement services for Dallas County youth involved in the juvenile justice system. Services offered by GCTC include, but are not limited to, vocational skills training, academic preparation, employability skills training, counseling, career development and job development. The Juvenile Board authorized the extension of the Juvenile Department's residential services contract with GCTC on September 26, 2016, under Juvenile Board Order No. 2016-105.

In 2003, GCTC, the Juvenile Department and the Workforce Solutions Greater Dallas began a collaborative effort to provide vocational training, intensive job placement and retention services to selected youth referred to GCTC by the Juvenile Department. The Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth Program is funded through a Workforce Development grant. A memorandum of understanding (MOU) between GCTC and the Juvenile Department supports this initiative.

The purpose of this briefing is to request the Juvenile Board's approval to continue the MOU between GCTC and the Juvenile Department, which will allow twelve (12) eligible Dallas County youth, in residential placement at GCTC, to participate in the WIOA, Title I, Out of School Youth Program during FY2017.

Operations Impact:

The grant objective is to assist youth in obtaining basic skills, occupational skills and work maturity. Initially, the youth are evaluated and assessed using tools such as Career Connections and Pre-Employment Work Maturity. Based on information obtained in the assessment process, the youth are placed in vocational and skills training programs designed to develop skills and self-confidence necessary to succeed in the occupation to which they are most inclined. The vocational component operates in conjunction with the academic components, which provides the students with the opportunity to obtain their high school diploma or GED. Students are routinely pre and post tested using the Test of Adult Basic Education (TABE), which is designed to monitor grade level gains.

The WIOA Title I Youth program helps prepare youth for post-secondary educational opportunities or employment. Key components of the program are:

1. Dropout prevention
2. Study skills training
3. Adult mentoring
4. Alternative school services

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

5. Follow-up services
6. Leadership development
7. Basic education
8. Occupational skills training
9. Tutoring
10. Paid and unpaid work experience
11. Comprehensive guidance counseling

Performance Impact:

A total of twelve (12) Dallas County youth were enrolled in the WIOA program under the MOU during FY2016. Seven (7) of the twelve were new Dallas County enrollees and the remaining five were carry-ins from the previous year.

Of the twelve (12) Dallas County participants during FY2016, one (1) is actively working towards his certification as indicated below.

# Youth	Vocational Class
1	Culinary Arts, includes Food Handler’s Certification

The remaining eleven (11) youth completed the program and attained the certifications listed below.

# Youth	Certification Attained
2	Business Computer Information Systems Vocational Training
1	Automotive Technician Vocational Training
3	Building Trades Vocation Training, includes: Occupational Safety and Health Act (OSHA 10) certification; National Center for Construction Education and Research (NCCER) certification.
5	Culinary Arts Vocational Training, Food Handler’s Certification, OSH 10
1	Horticulture Vocational Training, Junior Master’s Certification

GCTC reports a 66% post-discharge employment attainment rate for the FY2016 enrollees. The employment attainment outcomes are tracked through the contractor’s quarterly follow-up contacts with successfully discharged youth.

Regarding the education component of the program, GCTC reports that during the FY2016 report period, three (3) of the participating youth obtained their GED. In addition, the contractor reports that 100% of the successfully discharged youth enrolled during FY2016 showed grade level gains according to their TABE pre and post-tests results.

Strategic Plan Compliance:

The current recommendation is consistent with vision 3 of Dallas County’s Strategic Plan: *Dallas County is safe, secure, and prepared*, as evidenced by the coordination of programs and services to reduce crime while allocating resources across the County and impacting the lives of youth by empowering them to have greater educational and vocational options.

Legal Information:

The MOU between Dallas County Juvenile Department and Gulf Coast Trades Center was approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the agreement. The MOU document is included in this briefing as Attachment One.

Financial Impact / Considerations:

Under the Juvenile Department's current residential services contract with GCTC, the Juvenile Department pays a per diem of \$117.00 for youth in residential placement at the facility. Through the MOU, Workforce Solutions Greater Dallas will pay \$58.50 (50%) of the daily placement cost for twelve (12) Dallas County youth accepted into the grant program at Gulf Coast Trades Center. The Juvenile Department will be responsible for the remaining \$58.50 (50%) of the daily placement cost. Funds are allocated within the Juvenile Department's General Fund and Texas Juvenile Justice Department (TJJD) State Aid Grants. This grant reimbursement rate was effective October 1, 2016. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the request of the Dallas County Juvenile Department to continue the Memorandum of Understanding between the Juvenile Department and Gulf Coast Trades Center, which will allow twelve (12) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2017 and the Chairman of the Juvenile Board be authorized to sign the MOU documents on behalf of the Dallas County Juvenile Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by both parties, is entered by and between Gulf Coast Trades Center ("GCTC"), and Dallas County Juvenile Department ("DCJD"), a governmental entity.

Gulf Coast Trades Center and the Dallas County Juvenile Department have worked together since 2003 with Dallas County Local Workforce Development Board to provide residential vocational training and intensive job placement and retention services to selected youth referred by the DCJD. Gulf Coast Trades Center has been awarded a grant by the Workforce Solutions Greater Dallas for FY2017 year-round youth services.

RESPONSIBILITIES

Gulf Coast Trades Center (GCTC) and Workforce Solutions Greater Dallas

1. Provide approximately six (6) to nine (9) months of residential vocational training and intensive job placement and retention services to selected youth referred by DCJD department.
2. Utilize the assistance of Dallas County Local Workforce Development Board to provide the agreed upon services to referred youth.
3. Workforce Solutions Greater Dallas will pay \$58.50 of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.
4. The reimbursement rate for the FY2017 will be effective on October 1, 2016.

Dallas County Juvenile Department (DCJD)

1. Will refer twelve (12) Dallas County youth to be accepted into the program.
2. Will ensure that each of the referred youth meets the admission criteria established for GCTC and the grant.
3. Dallas County will pay the remaining 50% (\$58.50) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.

CONFIDENTIAL DATA AND SCOPE OF USE

GCTC will need to receive personal identifiers of juveniles and/or their families.

GCTC will use the data provided for the sole purpose of providing residential vocational training and intensive job placement and retention services to selected youth referred by DCJD.

Section 58.005 of the Texas Family Code makes juvenile records confidential and Sections 58.005 and 58.007 of the Family Code authorize the juvenile court (and/or juvenile board) to allow certain limited access to juvenile court information. Therefore, GCTC expressly agrees to keep any juvenile court records confidential. Specifically, GCTC agrees that the fact that a juvenile may be on probation must be kept confidential from all third parties at all times.

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 DCJD and 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 DCJD or 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 in quadruplicate originals by their duly authorized representatives on the _____ day of _____, 2016.

DALLAS COUNTY JUVENILE BOARD:

GULF COAST TRADES CENTER:

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

BY: _____
Dale Underwood, Ed. D.
Executive Director, Gulf Coast Trades Center

RECOMMENDED BY:

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

APPROVED AS TO FORM*:

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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Dallas County Juvenile Board was briefed on the Dallas County Juvenile Department’s request to continue the Memorandum of Understanding (MOU) between the Juvenile Department and Gulf Coast Trades Center (GCTC) for FY2017; and
- WHEREAS,** the MOU allows for twelve (12) eligible Dallas County youth, in residential placement at GCTC, to participate in the Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth program; and
- WHEREAS,** the WIOA, Title I, Out of School Youth program is funded through WIOA grant funds awarded to GCTC by the Workforce Solutions Greater Dallas; and
- WHEREAS,** under the current residential services contract between the Juvenile Department and GCTC, the Juvenile Department pays a per diem rate of \$117.00 for youth court ordered to GCTC; and
- WHEREAS,** the grant awarded to GCTC by the Workforce Solutions Greater Dallas allows GCTC to pay 50% (\$58.50) of the per diem for twelve (12) eligible youth; and
- WHEREAS,** Dallas County is responsible for the remaining 50% (\$58.50) of the per diem; and
- WHEREAS,** this request is consistent with Vision 3 of Dallas County’s Strategic Plan: Dallas County is safe, secure, and prepared, as evidenced by the coordination of programs and services to reduce crime while allocating resources across the County and impacting the lives of youth by empowering them to have greater educational and vocational options.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the request of the Juvenile Department to continue the MOU between the Juvenile Department and Gulf Coast Trades Center to allow Dallas County youth the opportunity to participate in the Workforce Innovation and Opportunity Act, Title I, Out of School Youth program.

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

DONE IN OPEN BOARD MEETING this 28th day of November, 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



DISCUSSION

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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Youth Services Advisory Board (YSAB) Re-Appointments

Background of Issue:

Section 152.0010 of the Texas Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997. According to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions.

Thus, the purpose of this briefing is to request that the Juvenile Board re-appoint representatives for the Youth Services Advisory Board. The following committee members have terms that will expire on January 31, 2017:

Mr. Durrand Hill - District Attorney's Office Juvenile Division (or a designee from the DA office)
Judge Paula Miller - Attorney-at-Law
Dr. Connie Wilson - Retired Educator
Mr. Robert White - Sr. Corporal Retired Texas Department of Public Safety

Judge Paula Miller is the Chair for the Youth Services Advisory Board, and as such the Chair of YSAB also serves on the Juvenile Board. These terms begin on January 31, 2017 and run to January 31, 2019.

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*.

Legal Information:

Section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2017-2019 terms.

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

Recommendation:

The Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to reappoint Mr. Durrand Hill, District Attorney's Office Juvenile Division (Or a designee from the DA office), Judge Paula Miller, Attorney At Law, Dr. Connie Wilson, Retired Educator and Mr. Robert White, Retired Sr. Corporal; to the Youth Services Advisory Board for the 2017-2019 term; and approve Judge Paula Miller-Attorney-at-Law as Chairman of Dallas County Youth Services Advisory Board.

RECOMMENDED BY:



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

**YOUTH SERVICES ADVISORY BOARD
MEMBERS**

Members	OCCUPATION	ETHNICITY	GENDER
Dr. Rebecca Corona	Psychologist-Parkland Health & Hospital System	Hispanic	Female
Justice Kerry Fitzgerald	Retired Justice-Fifth District Court of Appeals	Caucasian	Male
Durrand Hill	District Attorney's Office Juvenile Division	African American	Male
Vivian Lawrence	Child & Family Guidance Center	African American	Female
Judge Paula Miller	Attorney-at-Law	Caucasian	Female
Sylvia Orozco-Joseph	WHO (We Help Ourselves) National Director	Hispanic	Female
Dr. Juan Perez	Private Practice- Licensed Professional Counselor	Hispanic	Male
Robert White	Retired - Sr. Corporal Texas Department of Public Safety	African American	Male
Dr. Connie Wilson	Retired – Director Department of Psychological and Social Services/ Homeless Education Program Dallas Independent School District	Caucasian	Female

Updated 11-21-16

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX
DATE: November 28, 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 28th day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** section 152.0010 of the Texas Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997; and
- WHEREAS,** according to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions; and
- WHEREAS,** Ms. Paula Miller, Attorney at Law is the Chair for the Youth Services Advisory Board; and
- WHEREAS,** The Juvenile Board requests that the Juvenile Board reappoint those members whose terms are set to expire on January 31, 2017, to the Youth Services Advisory Board; and
- WHEREAS,** those members are: Durrand Hill, District Attorney's Office Juvenile Division (or a designee from the DA office), Paula Miller, Attorney At Law, Dr. Connie Wilson, Retired Educator and Robert White, Retired Sr. Corporal, Texas Department of Public Safety; and
- WHEREAS,** the current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*; and

WHEREAS, the Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of this appointment and reappointments is for the 2017-2019 terms.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board reappoint Mr. Durrand Hill, District Attorney, Juvenile Division (or a designee from the DA office), Paula Miller, Attorney At Law, Dr. Connie Wilson, Retired Educator, and Robert White, Retired Sr. Corporal, Texas Department of Public Safety, to the Youth Services Advisory Board for the 2017-2019 term and approve Paula Miller, Attorney-at-Law as Chairman of Dallas County Youth Services Advisory Board.

DONE IN OPEN BOARD MEETING this 28th day of November, 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

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: November 28, 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 that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court.

On November 21, 2016, the YSAB approved the following allocation of juror funds:

Program Name	Total FY16 Requests	Total FY16 Expenditures	Total FY17 Requests
Black History Committee	\$10,000.00	\$6,295.03	\$6,500.00
Crane Memorial	\$20,000.00	\$10,388.24	\$15,000.00
Detention Honors	\$15,250.00	\$9,420.46	\$10,000.00
Diversion Male Court	\$5,200.00	\$1,712.12	\$2,500.00
Drug Court	\$10,195.00	\$2,995.02	\$3,100.00
Evening Reporting Center	\$24,298.00	\$15,805.23	\$16,000.00
ESTEEM Court	\$9,567.50	\$2,844.19	\$3,000.00
GED Enhancement	\$8,003.00	\$5,523.33	\$2,000.00
Girls Services	\$6,750.00	\$2,078.28	\$2,200.00
Hill Center	\$5,942.00	\$2,293.80	\$2,600.00
Hispanic Committee	\$8,850.00	\$1,210.00	\$2,000.00
Incentives Project	\$16,270.00	\$2,347.71	\$5,000.00
Letot RTC Cultural Education Program	\$12,100.00	\$2,739.29	\$3,000.00
Letot Shelter Cultural Education Program	\$10,203.00	\$5,118.30	\$5,400.00
Mental Health Court	\$8,450.00	\$4,285.34	\$4,600.00
Residential Drug Treatment Program	\$6,983.66	\$99.84	\$1,000.00
Substance Abuse Unit	\$6,000.00	\$4,869.63	\$5,000.00
START Program	\$6,900.00	\$698.16	\$1,000.00
Youthful Offenders Court	\$4,600.00	\$1,065.98	\$2,000.00
Youth Village/Medlock Honor's Program	\$5,000.00	\$1,010.10	\$1,300.00
Total	\$200,562.16	\$82,800.05	\$93,200.00

*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

A description of the funds is outlined in an attachment, Grant Program Descriptions. The purpose of this briefing is to request authorization to fund the initiatives as recommended by YSAB.

Impact on Operations and Maintenance:

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

Strategic Plan Compliance:

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

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). Total amount of fund to be allocated for fiscal year 2017 will be \$240,200.00, which includes the itemized list and previously awarded programs. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service.

Project Schedule/Implementation:

All initiatives and programs will take place during fiscal year 2017.

Recommendation:

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation in the amount of \$93,200.00.

Recommended by:



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

Youth Services Advisory Board FY17 Grant Program Descriptions

1. Black History Committee - \$6,500.00 (FY16 Award: \$10,000)

This grant will use funding to offer five scholarship awards, up to \$1,000.00 each, for furthering current and former probationers' postsecondary education goals at either an accredited college or a vocational program leading to professional certification.

2. Crane Memorial - \$15,000.00 (FY16 Award: \$20,000.00)

This program honors the memory of long-time juvenile department volunteer, Mr. Steve Crane. This program will provide assistance to Dallas County Juvenile Department involved youth and their families in times of crisis or unanticipated need. The fund will be utilized at the discretion of the Dallas County Juvenile Department Executive Director. Dallas County Juvenile Department staff will submit an application for funds on behalf of a child and their family to the Executive Director. The Executive Director will distribute funds on an as needed basis. This fund will enable the Department to assist families when all other avenues are exhausted or the need is unique to a youth's personal situation.

3. Detention Honors - \$10,000.00 (FY16 Award: \$15,250.00)

The purpose of the grant is to advance the current Honors Program in the Dr. Jerome McNeil Jr. Detention Center. This grant will be used for Art Therapy and other curricula. Along with the art therapy program, supplies, furniture, and electronics will be needed to assist with and maximize these efforts. This grant will also offer Honors Program residents the opportunity to earn beneficial rewards during their detainment.

4. Diversion Male Court - \$2,500.00 (FY16 Award: \$5,200)

The Diversion Male Court (DMC) seeks funding to provide successful candidates with a memorable graduation ceremony. DMC is also aiming to provide tangible incentives for the participants to successfully complete the program. Lastly, DMC is seeking funds to provide transportation assistance to the families in need, in an effort to remove barriers to participation.

5. Drug Court - \$3,100.00 (FY16 Award: \$10,195.00)

The Diversionary Drug Court Program seeks funding to provide successful candidates with a memorable graduation ceremony. This program is also aiming to provide tangible incentives in order to encourage participants to successfully complete the program.

6. Evening Reporting Center - \$16,000.00 (FY16 Award: \$24,298.00)

The purpose of the Evening Reporting Center Program is to decrease the rate of technical violations of juveniles on probation and to decrease detention admissions by providing a community-based alternative. This grant will cover the costs of healthy dinners and recreational activities for youth in the program, as well as provide youth with the opportunity to participate in community-based outings.

7. ESTEEM Court - \$3,000.00 (FY16 Award: \$9,567.50)

The ESTEEM Court will use funding, from the grant award, to assist with implementing its programming, which includes arts and crafts, enrichment activities, transportation assistance to families in need and graduation celebrations. This funding will cover supplemental items needed to ensure program effectiveness.

8. GED Enhancement - \$2,000.00 (FY16 Award: \$8,003.00)

This grant will support youth who are interested in obtaining their high school equivalency diploma. Funding will cover the costs of the graduation ceremony as well as the snacks for students. Students will eat these snacks while working on their lessons since many arrive after breakfast or after lunch.

9. Girls Services - \$2,200.00 (FY16 Award: \$6,750.00)

The Girls Services Committee will use this grant award to provide supplies, meals, and snacks. Funding will also assist with participants' attendance to enrichment activities, such as an annual conference.

10. Hill Center - \$2,600.00 (FY16 Award: \$5,942.00)

The purpose of this grant is to strengthen the current level system at the Marzelle Hill Transition Center. With these funds, the Hill Center will be able to institute positive reinforcement methods to youth in the facility. The Hill Center will provide Level 4 residents the opportunity to earn rewards during their detainment, such as snacks and games. This year the Hill Center wishes to include a game system in an effort to create a comfortable and positive environment for Level 4 residents.

11. Hispanic Committee - \$2,000.00 (FY16 Award: \$8,850.00)

The purpose of the grant is to provide scholarships to recipients of the Victor Caballero, Jr. Scholarship.

12. Incentives Project - \$5,000.00 (FY16 Award: \$16,270.00)

The aim of this project is to offer incentives to juveniles and families participating in the Dallas County Juvenile Department's group and school settings to encourage participants to attend and complete groups, as well as increase school attendance, which will result in the participant completing program requirements. Probation, Psychology, and Education Services will offer a variety of incentives such as gift cards, snacks, academic certificates and ribbons, and recognizing achievements through celebrations.

13. Letot Residential Treatment Center - \$3,000.00 (FY16 Award: \$12,100.00)

The purpose of this grant is to strengthen the Letot RTC's Cultural Experience and Incentive Program. It will assist youth in the facility to maintain positive behavior, while being exposed to new and exciting experiences. These funds will be used for field trips, various activities, personal hygiene and grooming items, and outer-garments.

14. Letot Shelter Cultural Education Program - \$5,400.00 (FY16 Award: \$10,203.00)

The purpose of this grant is to strengthen the Letot Center Cultural Enrichment Program in the Letot Center Emergency Shelter. It will assist youth living in the shelter to maintain positive behavior. Funds will be used for field trips, incentives, clothes, Letot closet items, and snacks. Along with enhancing the program's curriculum, residents will also have the opportunity to earn rewards during their stay.

15. Mental Health Court - \$4,600.00 (FY16 Award: \$8,450.00)

The MHC program seeks funding to supplement the program for seasonal activities, transportation assistance, journals and art supplies, and graduation gifts.

16. Residential Drug Treatment Program - \$1,000.00 (FY16 Award: \$6,983.66)

This grant will enable RDT to offer incentives, snacks for talent show celebrations, and project supplies for its residents, which will improve the treatment process.

17. Substance Abuse Unit - \$5,000.00 (FY16 Award: \$6,000.00)

This funding will assist the SAU program with providing enhanced treatment programs, special projects, and additional therapeutic projects. This includes funding art supplies, therapy supplies and incentives, which can also be used in family groups.

18. START Program - \$1,000.00 (FY16 Award: \$6,900.00)

This grant will enable START to offer incentives, project supplies and composition journals to its residents, which will assist in and improve the treatment process.

19. Youthful Offenders Court - \$2,000.00 (FY16 Award: \$4,600.00)

This grant will assist with program activities, encourage participation and celebrate the youth's achievements. Funding will provide support for crafts to assist youth in completing program requirements, graduation gifts, awards and celebrations to acknowledge the youth's accomplishments.

20. Youth Village/Medlock Honor's Program - \$1,300.00 (FY16: \$5,000.00)

This grant will continue to enhance the Honor's Programs at Medlock and Youth Village. This program, which offers incentives such as books, gift cards and snacks to Honor residents, has encouraged the youth at both facilities to maintain positive behaviors as well as to successfully complete the program.

FY 2017 Allocations and Balance

Programs	2016 Allocation	Expenditures	2016 left over fund	FY2017 New Allocations
Aim, LLC	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00
Big Thought	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00
Black History Committee	\$ 10,000.00	\$ 6,295.03	\$ 3,705.00	\$ 6,500.00
Crane Memorial	\$ 20,000.00	\$ 10,388.24	\$ 9,611.76	\$ 15,000.00
Detention Honors Program	\$ 15,250.00	\$ 9,420.46	\$ 5,829.54	\$ 10,000.00
Diversion Male Court	\$ 5,200.00	\$ 1,712.12	\$ 3,487.88	\$ 2,500.00
Drug Court Diversionary Program	\$ 10,195.00	\$ 2,995.02	\$ 7,199.98	\$ 3,100.00
Esteem Court	\$ 9,567.50	\$ 2,844.19	\$ 6,723.31	\$ 3,000.00
Evening Reporting Center	\$ 24,298.00	\$ 15,805.23	\$ 8,492.77	\$ 16,000.00
GED Testing & Program Supplies	\$ 8,003.00	\$ 5,523.33	\$ 2,479.67	\$ 2,000.00
Girl Services Committee	\$ 6,750.00	\$ 2,078.28	\$ 4,671.72	\$ 2,200.00
Hill Center Incentive Program	\$ 5,942.00	\$ 2,293.80	\$ 3,648.20	\$ 2,600.00
Hispanic Committee	\$ 8,850.00	\$ 1,210.00	\$ 7,640.00	\$ 2,000.00
Holiday Program	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 32,000.00
Incentives Project	\$ 16,270.00	\$ 2,347.71	\$ 13,922.29	\$ 5,000.00
JuviGap Ministries	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -
Letot Cultural Enrichment Program	\$ 10,203.00	\$ 5,118.30	\$ 5,084.70	\$ 5,400.00
Letot Residential Treatment Center Cultural Experience	\$ 12,100.00	\$ 2,739.29	\$ 9,360.71	\$ 3,000.00
Mental Health Court	\$ 8,450.00	\$ 4,285.00	\$ 4,165.00	\$ 4,600.00
Residential Drug Treatment	\$ 6,983.66	\$ 99.84	\$ 6,883.82	\$ 1,000.00
START Program	\$ 6,900.00	\$ 698.16	\$ 6,201.84	\$ 1,000.00
Substance Abuse Unit	\$ 6,000.00	\$ 4,869.63	\$ 1,130.37	\$ 5,000.00
Succeeding At Work	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00
Youth Vill./Medlock's Honor Prog.	\$ 5,000.00	\$ 1,010.10	\$ 3,989.90	\$ 1,300.00
Youthful Offenders Court	\$ 4,600.00	\$ 1,065.98	\$ 3,534.02	\$ 2,000.00
Grand Total	\$ 366,562.16	\$ 248,799.71	\$ 117,762.48	\$ 240,200.00

2016 Allocations	
Internal Diversion Programs	\$ 69,060.50
Internal Programs	\$ 111,501.66
External Programs	\$ 136,000.00
Holiday Program	\$ 30,000.00
Crane Memorial Fund	\$ 20,000.00
Total	\$ 366,562.16

2016 Expenditures	
Internal Diversion Programs	\$ 30,785.82
Internal Programs	\$ 41,625.65
External Programs	\$ 136,000.00
Holiday Program	\$ 30,000.00
Crane Memorial Fund	\$ 10,388.24
Total	\$ 248,799.71

2017 Allocations	
Internal Diversion Programs	\$ 33,400.00
Internal Programs	\$ 44,800.00
External Programs	\$ 115,000.00
Holiday Program	\$ 32,000.00
Crane Memorial Fund	\$ 15,000.00
Total	\$ 240,200.00

2017 Available Funds	
Balance	\$ 384,373.57
Plus Unexpended Allocations	\$ 117,762.48
Balance	\$ 502,136.05
Minus Reserve	\$ 100,000.00
Total	\$ 402,136.05

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: November 28, 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 28th day of November, 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 back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department’s use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court; and

WHEREAS, on November 21, 2016, the YSAB approved the following allocation of juror funds; and

Program Name	Total FY16 Requests	Total FY16 Expenditures	Total FY17 Requests
Black History Committee	\$10,000.00	\$6,295.03	\$6,500.00
Crane Memorial	\$20,000.00	\$10,388.24	\$15,000.00
Detention Honors	\$15,250.00	\$9,420.46	\$10,000.00
Diversion Male Court	\$5,200.00	\$1,712.12	\$2,500.00
Drug Court	\$10,195.00	\$2,995.02	\$3,100.00
Evening Reporting Center	\$24,298.00	\$15,805.23	\$16,000.00
ESTEEM Court	\$9,567.50	\$2,844.19	\$3,000.00
GED Enhancement	\$8,003.00	\$5,523.33	\$2,000.00
Girls Services	\$6,750.00	\$2,078.28	\$2,200.00
Hill Center	\$5,942.00	\$2,293.80	\$2,600.00
Hispanic Committee	\$8,850.00	\$1,210.00	\$2,000.00
Incentives Project	\$16,270.00	\$2,347.71	\$5,000.00
Letot RTC Cultural Education Program	\$12,100.00	\$2,739.29	\$3,000.00
Letot Shelter Cultural Education Program	\$10,203.00	\$5,118.30	\$5,400.00
Mental Health Court	\$8,450.00	\$4,285.34	\$4,600.00
Residential Drug Treatment Program	\$6,983.66	\$99.84	\$1,000.00
Substance Abuse Unit	\$6,000.00	\$4,869.63	\$5,000.00
START Program	\$6,900.00	\$698.16	\$1,000.00
Youthful Offenders Court	\$4,600.00	\$1,065.98	\$2,000.00
Youth Village/Medlock Honor’s Program	\$5,000.00	\$1,010.10	\$1,300.00
Total	\$200,562.16	\$82,800.05	\$93,200.00

WHEREAS, the current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County guidelines; 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, All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). Total amount of fund to be allocated for fiscal year 2017 will be \$240,200.00, which includes the itemized list and previously awarded programs. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

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 for the funded program/service; and

WHEREAS, all initiatives and programs will take place during fiscal year 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation, in the amount of \$93,200.00.

DONE IN OPEN BOARD MEETING this 28th day of November, 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: November 28, 2016

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Processing Offices – Dallas County Schools PD and Methodist Health System PD

Background of the Issue:

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

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

Impact on Operations and Maintenance:

The Dallas County Schools Police Department has requested to designate their Juvenile Processing Office. The Dallas County Schools Police Department is responsible for matters requiring law enforcement intervention on all Dallas County Buses and currently has an Interlocal Agreement contract with the Duncanville Independent School District (DISD) and Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services. A review of our records indicates the Juvenile Processing Office room labeled "K9" located in the Police Central Control area for the Dallas County Schools Police Department located at 612 N. Zang Blvd. Dallas, Texas 75208, was previously approved as a Juvenile Processing Office on August 25, 2014. The Dallas County Schools Police Department recently moved to a new office building, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228. The Dallas County Schools Police Department room #16 labeled "Juvenile Processing Room" was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016, who determined this site is suitable as a Juvenile Processing Office. The designated room was clearly identified with affixed signage.

The Dallas County Schools Police Department has requested to add a new designated Juvenile Processing Office in the Carrollton-Farmers Branch Independent School District (CFBISD at Barbara Bush Middle School). The Dallas County Schools Police Department currently has an Interlocal Agreement contract with the Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services. A review of our records indicates no formal request has been made previously for approval at Barbara Bush Middle School. The room proposed as the Juvenile Processing Office is room D103 labeled "Certified Juvenile Processing Room," which was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016, who determined this site is suitable as a Juvenile Processing Office. The address for the proposed Juvenile Processing Office for Barbara Bush Middle School is 515 Cowboy Parkway, Irving, TX 75063.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.
214-698-2200 Office*

The Duncanville Kennemer Middle School, Room labeled as "Police", located in the library, located at 7101 W. Wheatland Rd. Dallas, Texas 75249, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Kennemer Middle School, Room labeled as "Police," located in the library, was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016. During the visit, it was determined the previously designated Room labeled "Police" has not been used as a Processing Office, and will be removed as an approved location. Instead, the room labeled "Juvenile Processing Center", which has been moved from the library to another hallway, is being requested to be used as a Juvenile Processing Office.

The Duncanville High School Rooms marked as L-105 and A118, B167B located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 25, 2014. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016. During the visit, it was determined that the Duncanville High School no longer uses room A118 as Juvenile Processing Office and will be removed as an approved location. Instead, rooms B167, B167B, L105 L105B will continue to be used and room J112 is being requested to be added as a Juvenile Processing Office.

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

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

The Methodist Health System Police Department maintains a Juvenile Processing Office located in the front lobby of its office on the premises of the Methodist Dallas Medical Center. The area was previously designated as an approved Juvenile Processing Office on November 24, 2014, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Methodist Health System Police Department Juvenile Processing Office located in the front lobby of its office on the premises of the Methodist Dallas Medical Center, 1411 N. Beckley Ave., Dallas, Texas, 75203 was personally inspected by Leah Probst, Pre-Adjudication Manager on October 21, 2016. The site was determined to be suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage.

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

In calendar year 2015, the Methodist Health System Police Department referred no juveniles to the Dallas County Juvenile Department.

Strategic Plan Compliance:

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

Legal Impact:

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

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

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

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

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

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

- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps necessary subsequent to taking a child into custody.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the designation of the Juvenile Processing Office for the Dallas County Schools Police Department's new location at 8035 E.R.L. Thornton Freeway, suite 111, Dallas, TX 75228. There is a sign affixed on the door of room #15 designating this area as the "Juvenile Processing Room."

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Dallas County Schools Police Department located at Duncanville High School at 900 W. Camp Wisdom Rd., Duncanville, TX 75116, by approving rooms L105, L105A, B167, B167B and J112 marked as "Juvenile Processing Center" as a designated Processing Office and removing A118.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Dallas County Schools Police Department located at Duncanville Kennemer Middle School at 7101 W. Wheatland Rd. Dallas, Texas 75249 by approving room labeled as "Juvenile Processing Center," as a designated Processing Office.

The Juvenile Department recommends the Juvenile Board approve the new designated Juvenile Processing Office for Dallas County Schools Police Department located at Barbara Bush Middle School at 515 Cowboy Parkway, Irving, TX 75063 in the Carrollton-Farmers Branch Independent School District by approving room #D103 labeled as "Certified Juvenile Processing Room" as a designated Juvenile Processing Office.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the Methodist Health System Police Department located in the front lobby of its office on the premises of the Methodist Dallas Medical Center, 1411 N. Beckley Ave., Dallas, Texas, 75203.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: November 28, 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 28 day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

WHEREAS, the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS, the Dallas County Schools Police Department has requested to add a new designated Juvenile Processing Office in the Carrollton-Farmers Branch Independent School District (CFBISD at Barbara Bush Middle School.) The Dallas County Schools Police Department currently has an Interlocal Agreement contract with the Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services; and

WHEREAS, a review of the Juvenile Department’s records indicates no formal request has been made previously for approval at Barbara Bush Middle School. The room proposed as the Juvenile Processing Office is room D103 labeled “Certified Juvenile Processing Room,” which was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016, who determined this site is suitable as a Juvenile Processing Office. The address for the proposed Juvenile Processing Office for Barbara Bush Middle School is located at 515 Cowboy Parkway, Irving, TX 75063; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the new designated Juvenile Processing Office for Dallas County Schools Police Department located at Barbara Bush Middle School at 515 Cowboy Parkway, Irving, TX 75063 in the Carrollton-Farmers Branch Independent School District by approving room #D103 labeled as “Certified Juvenile Processing Room” as a designated Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 28 day of November, 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: November 28, 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 28 day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

WHEREAS, the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS, the Duncanville Kennemer Middle School, room labeled as "Police" located in Library, located at 7101 W. Wheatland Rd. Dallas, Texas 75229 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Kennemer Middle School, room labeled as "Police" located in Library, was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016. During the visit, it was determined the previously designated Room labeled "Police" has not been used as a Processing Office and will be removed as an approved location. Instead, the room labeled "Juvenile Processing Center" is being requested to be used as a Juvenile Processing Office; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board renews of the Juvenile Processing Office for the Dallas County Schools Police Department located at Duncanville Kennemer Middle School at 7101 W. Wheatland Rd. Dallas, Texas 75249 by approving room labeled as "Juvenile Processing Center," as a designated Processing Office.

DONE IN OPEN BOARD MEETING this 28 day of November, 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: November 28, 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 28 day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

WHEREAS, the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS, the Duncanville High School-Dallas County Schools Police Department Office, rooms marked as L-105 and A118, B167B located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116, were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016; and

WHEREAS, during the visit, it was determined that the Duncanville High School no longer use room A118 as Juvenile Processing Offices and it will be removed as an approved location. Instead, rooms B167, B167B, L105 L105B will continue to be used and room J112 is being requested to be added as a Juvenile Processing Office; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Dallas County Schools Police Department located at Duncanville High School at 900 W. Camp Wisdom Rd., Duncanville, TX 75116, by approving rooms L105, L105A, B167, B167B and J112 marked as "Juvenile Processing Center" as a designated Processing Office and removing A118.

DONE IN OPEN BOARD MEETING this 28 day of November, 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: November 28, 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 28 day of November, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

WHEREAS, the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS, the Dallas County Schools Police Department has requested to designate their Juvenile Processing Office. The Dallas County Schools Police Department is responsible for matters requiring law enforcement intervention on all Dallas County Buses and currently has an Interlocal Agreement contract with the Duncanville Independent School District (DISD) and Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services; and

WHEREAS, the Dallas County Schools Police Department recently moved to a new office building, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228. The Dallas County Schools Police Department room #16 labeled "Juvenile Processing Room" was personally inspected by Roger Taylor, Manager of Probation Services on October 19, 2016, who determined this site is suitable as a Juvenile Processing Office; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the designation of the Juvenile Processing Office for the Dallas County Schools Police Department’s new location at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228.

DONE IN OPEN BOARD MEETING this 28 day of November, 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

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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Memorandum of Understanding with Alpha Epsilon Boule and the Diversion Male Court

Background of Issue:

The Dallas County Juvenile Department's Diversion Male Court (DMC) was created to reduce disproportionate representation of minority males in the Juvenile Justice System by diverting these youth from the formal court process into community-based alternatives that promote positive empowerment to the youth and family. The DMC target population is African American and Hispanic youth between the ages of 10 and 17 who are referred to the Department, usually for the 1st or 2nd time, for misdemeanor and lower grade felony allegations. They have never been adjudicated, and voluntarily agree to participate in the DMC in lieu of having the District Attorney's office file their case in Court. These youth receive intensive supervision and strength-based case management during the 4-6 months they are in the program. The entire program is based on character-building strategies aimed at providing these young males with the tools they need to avoid any further interaction with the criminal justice system. Services given to these youth include, if necessary, in-home family therapy, truancy avoidance programs, community service restitution, introspective writing assignments, substance abuse education, adult mentoring and advocacy, and any other identified services needed.

Focusing on the mentoring component, an opportunity has arisen for these specific services to be provided to the DMC participants by Alpha Epsilon Boule, located in Dallas. Mentoring can help a youth as they transition into adulthood. These transitions may bring challenges such as dealing with stressful situations at home and/or school. Those close, healthy and supportive relationships between the mentor and participants lasting for significant time periods, can improve success for a youth. The goals of mentoring are to increase high school graduation rates, decrease high school dropout rates, increase college enrollment, enhance self-esteem and self-confidence, improve interpersonal skills and strengthen relationships with parents, teachers and peers. In order to provide the DMC participants with additional positive role models and increase their probability for future success, adult mentors will be assigned to youth. The purpose of this brief is to seek the Juvenile Board's approval for the Memorandum of Understanding between the Dallas County Juvenile Department and Alpha Epsilon Boule.

The My Brother's Keeper Alliance launched nationally in 2015 focuses in part on reducing violence and providing a second chance for boys and young men of color. The Alpha Epsilon Boule, in support of My Brother's Keeper Alliance and in collaboration with the Juvenile Department, will utilize a mentoring program as outlined below.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.
214-698-2200 Office*

Impact on Operations and Maintenance:

The Alpha Epsilon Boule will secure mentors age thirty (30) and older to be used with the DMC participants throughout the time they are in the program. In addition, mentors will be encouraged to establish and maintain a long-term relationship with the DMC participant and will be asked to commit to a minimum period of 1 year. This will enable them to continue their relationship with the participant even after they graduate from the DMC program. During the partnership between the mentor and the youth, specific activities will be outlined depending on the individual interest of each youth. In terms of mentor recruitment, Alpha Epsilon Boule will play a lead role in the identification and recruitment of male mentors for the program. It will identify and recruit a robust pool of mentors. The mentors will be culturally, ethnically and geographically diverse.

All prospective mentors will undergo and pass a background check in order to participate in the program. The background checks will be administered by the Dallas County Juvenile Department, and Alpha Epsilon Boule understands that under no circumstances should mentors be allowed to work with youth until they have been cleared by the Juvenile Department. In addition, all mentors will be prepared by undergoing training provided collaboratively by Alpha Epsilon Boule and the Dallas County Juvenile Department.

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 reviewed and approved as to form by Ms. Denika Caruthers, Juvenile Department Administrative Legal Advisor.

Financial Impact/Considerations:

There is no financial impact on Dallas County or the Juvenile Department.

Performance Impact Measures:

Upon entering and at the completion of the program, participants and parents will complete a survey designed by the Juvenile Department's research and statistics team. In addition, six-month and yearly performance measure reports focusing on the number and percentage of youth who complete the program, the recidivism rate during and six months after the youth exit the program, and the scoring of the pre and post surveys provided to the youth and parent will be completed.

Project Schedule/Implementation:

This MOU will be in effect for an initial term of three (3) years. After the initial term of three (3) years, the parties may renew this MOU as they deem appropriate. Both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party. Any modification of this Memorandum must be in writing and signed by the parties.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding between the Alpha Epsilon Boule and the Diversion Male Court. 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

DALLAS COUNTY JUVENILE DEPARTMENT

DIVERSION MALE COURT



- The Diversion Male Court began in February of 2013.
- One Hundred and Fifty-Four (154) graduates at this time.
- Twenty-Four (24) children enrolled.

Male Ethnicity:	376
Hispanic:	170
African American:	206

Age:			
10-12 yr:	58	13 yr:	52
14 yr:	68	15 yr:	91
16 yr:	93	17 yr:	14

<u>Delinquent Offenses Referred:</u>	
Aggravated Assault F/2	4
Burglary of Habitation F/2:	5
Places Weap. Proh. Free Zone F/2	5
Robbery F/2	6
Exh. Firearm on Campus or Sch. F/3	3
Hinder Appr. Prosecution F/3	1
Attempted Robbery F/3:	1
Assault Public Servant F/3	6
Poss. Controlled Substance F/3:	1
Places Weapons Proh. F/3	12
Unlawfully Carry Weapon F/3	9
Injury to Child F/3	3
Forgery f/3	1
False Alarm S/J	4
Graffiti S/J:	8
Engaged in Organ. Crim. Activity S/J:	6
Theft S/J	17
Burglary of Building S/J	53
Criminal Mischief S/J:	9
Unauth. Use of Motor Veh. S/J:	6

<u>Cont:</u>	
Proh. Weapon Blade/ Knuck. DFZ S/J	8
Evading Arrest w/ vehicle S/J	1
Improper Photography S/J	2
Computer Breach S/J	1
Credit or Debit Card Abuse S/J	3
Assault M/A	62
Proh. Weapon Blade/ Knuckles M/A	14
Graffiti M/A	1
Unlawfully Carrying Weapons M/A	6
Burglary of Motor Vehicle M/A	8
Resisting Arrest M/A	4
False Alarm M/A	1
Deadly Conduct M/A	1
Possession of Marijuana DFZ M/A	4
Evading Arrest M/B	15
Inter. w/ Emergency Call M/B	1
Riot M/B	9
Possession of Marijuana M/B	6
Theft M/B	24
Terroristic Threat M/B	16
Interference w/ Pub Duties M/B	4
Silent Abus. Calls to 911 Service M/B:	1
Disorderly Conduct M/B:	1
Criminal Trespass M/B	18
Criminal Mischief M/B	5
Total Delinquent Offenses Referred	376

Diversion Male Court

	Six Months			One Year			Eighteen Months			Two Years			Three Years		
	Count	Re-Offended	Pct.	Count	Re-Offended	Pct.	Count	Re-Offended	Pct.	Count	Re-Offended	Pct.	Count	Re-Offended	Pct.
Successful	148	0	0.0%	134	4	3.0%	106	7	6.6%	79	9	11.4%	23	5	21.7%
Unsuccessful	42	15	35.7%	38	16	42.1%	27	17	63.0%	16	11	68.8%	6	5	83.3%
No Show/Refused	68	7	10.3%	56	14	25.0%	48	12	25.0%	36	10	27.8%	5	2	40.0%
Disapproved	56	13	23.2%	46	16	34.8%	32	15	46.9%	27	16	59.3%	9	5	55.6%

The first juvenile enrolled in the Diversion Male Court diversion program on 2/11/2013. The above numbers reflect youth with a **Start Date** on or after 1/1/2013.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Alpha Epsilon Boule and The Dallas County Juvenile Department. The individuals signing this MOU expressly acknowledge that they have the authority to execute it.

Introduction & Background

The My Brother's Keeper Alliance was launched nationally by President Barack Obama with the aim of eliminating gaps in opportunity and achievement for boys and young men of color. Specifically the MBK Alliance, as established, will focus on achieving six critical success milestones:

1. Entering School Ready to Learn
2. Reading at Grade Level by Third Grade
3. Graduating from High School Ready for College and Career
4. Completing Post-Secondary Education or Training
5. Successfully Entering the Workforce
6. Reducing Violence and Providing a Second Chance

Dallas County's My Brother's Keeper Initiative

Dallas County has taken up the My Brother's Keeper Challenge, with an emphasis on milestone 6, by implementing Diversion Male Court (DMC). DMC is an alternative program for first time offenders between the ages of 10 and 17 who have a pending charge for an offense other than truancy.

The objective is to divert them from the criminal justice system. Instead, if accepted into the program, they meet regularly with a judge specially assigned to their case, as well as their probation officer and a therapist for a period of 4-6 months. This program has been very successful, as reflected by its 4% recidivism rate. Dallas County would like to provide mentors for the boys and young men in this program in order to provide them with additional positive role models and increase their probability of future success.

Alpha Epsilon Boule-Sigma Pi Phi Fraternity

Sigma Pi Phi Fraternity founded in 1904, is the first Black Greek Letter Organization. Sigma Pi Phi has grown to an international membership of over 5,000 professional men of color with individual chapters, known as Member Boules, located in most major cities. The membership of Sigma Pi Phi places a strong emphasis on "Social Action" and therefore has heartily endorsed President Obama's My Brothers Keeper Initiative.

Alpha Epsilon Boule, located in Dallas, Texas, is no stranger to working with young men of color. Alpha Epsilon Boule' created a Foundation in 1994 for the purpose of assisting young men to graduate from high school and continue through college. The focus of the

program is giving scholarships and mentoring.

The Foundation's Circle of Scholars program started with Boule members going into schools in the Dallas Metroplex to give workshops on career development and explain what it takes to earn a college education. They developed a set of criteria and started recruiting young men, matching each young man with a mentor and awarding them a \$1000 scholarship to the school of their choice. Since 1994, the foundation has provided mentoring and scholarships to more than 220 young men. The scholarships have increased from \$1,000 to \$2,500 over a two-year period for each scholar.

Alpha Epsilon Boule strongly supports the My Brother's Keeper Alliance and is seeking to develop an organizational approach to working with boys and young men of color in Dallas who are in need of assistance to overcome hardships and create a path to success.

Purpose of this Memorandum

To describe the mutual goals and responsibilities with regard to the mentoring program for youth who are under the supervision of the Dallas County Juvenile Department via the Diversion Male Court Program.

Program Components

The Dallas County Juvenile Department and Alpha Epsilon Boule agree that an important contributor to the future success of the young men participating in the DMC program will be pairing them with mentors to help guide them through this critical time in their lives.

Mentor Commitment

- Age: Mentors will be males ages 30 and older
- Term: Young men typically participate in the Diversion Male Court program for a period of six months. Mentors will be encouraged to establish and maintain a long-term relationship with the student. Mentors will be asked to commit to a minimum period of 1 year. This will enable them to continue their relationship with the student even after they graduate from the DMC program. Upon the conclusion of the DMC Program Dallas County will not oversee or monitor the mentor/mentee relationship.
- Activities: The types of activities in which the mentors engage the students will be left up to the mentor and will depend upon the interests of the student and the mentor.
- Time Commitment: Mentors are asked to maintain frequent contact with the student, which will help to establish the relationship.

Mentor Recruitment

- Alpha Epsilon Boule will play a lead role in the identification and recruitment of male mentors for the program. It will identify and recruit a robust pool of mentors to provide support to the young men.
- It will be important for the mentors to be diverse in terms of ethnicity since a number of the students participating in the program may be of color but not African American. It will also be important for the mentor pool to be geographically diverse. A mentor-mentee relationship benefits from more personal interaction and this is more likely to occur when the participants live in closer proximity.

Mentor Screening

- All prospective mentors will undergo and pass a background check in order to participate in the program. These checks will be administered by Dallas County.

Mentor Training and Education

- An important aspect of the mentoring program will be preparing the prospective mentors to be effective. Alpha Epsilon Boule will work jointly with Dallas County to provide training for program mentors by drawing upon resources available from both Sigma Pi Phi and the National My Brother's Keeper Alliance. Participation in the Mentor Training Program should create the level of comfort that mentors will need in order to achieve the goals for the mentoring relationships and meet the expectations of the program.

Mentoring Maintenance

- Alpha Epsilon Boule will coordinate with Dallas County in establishing mentoring maintenance procedures. Often mentoring relationships can plateau or they can become unproductive. Mentor maintenance and continuing support is an important part of providing a foundation for the mentor to maintain the effective mentoring relationship.

Program Monitoring

- Alpha Epsilon Boule will maintain close contact with Dallas County so as to monitor program participation and results and work with the County to continue to improve the program to make it as effective as possible.

Program Administration

- The Mentoring Program will be administered by the Dallas County Juvenile Department

Mutual Goals of Both Parties

Both Alpha Epsilon Boule and Dallas County Juvenile Department have an interest in better serving our at risk youth and offering them programs to turn their lives around, and create a pathway to success. Both parties agree to work together in developing, and expanding this program so that as many youth as possible can have access to quality programming and the opportunity to access a better life.

Both organizations agree to protect and respect the privacy of the participants, and that information from the Alpha Epsilon Boule program cannot be used in a detrimental way that may hurt any participant. We will meet and discuss the success of the program in order to adjust and better serve the goals of both organizations. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing.

Term of Memorandum

This Memorandum shall be in effect for an initial term of 3 years. After the initial term of 3 years, the parties may renew this MOU as they deem appropriate. Both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party. This Memorandum represents the entire understanding of both parties with respect to this partnership. Any modification of this Memorandum must be in writing and signed by the parties.

Provider will be responsible for acquiring funding for the delivery of the program and understands that the Dallas County Juvenile Probation Department will not be obligated provide any funding.

Indemnification and Claims

Alpha Epsilon Boule agrees to and shall indemnify and hold harmless the Dallas County Probation Department, their officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liability of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, arising out or related to any negligent act or omission of Alpha Epsilon Boule in connection with the services and activities performed by Alpha Epsilon Boule pursuant to this MOU. However, Alpha Epsilon Boule is not responsible for any act, negligent or intentional, by third parties or any persons not acting on behalf of, or at the direction of, Alpha Epsilon Boule, and Alpha Epsilon Boule shall not indemnify or hold harmless Dallas County or the Dallas County Juvenile Probation Department for the acts or omissions of such persons.

Alpha Epsilon Boule will give the Dallas County Juvenile Probation Department written notice of any claim or other action brought against Alpha Epsilon Boule or the Dallas County Juvenile Probation Department in relation to the services and activities performed pursuant to this MOU, and will provide the Dallas County Juvenile Probation Department

with other information related to such claim or action as requested by the Dallas County juvenile Probation Department.

Governmental Immunity

This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.

Title VI

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 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. See Exhibit B..

Insurance

It is Alpha Epsilon Boule'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 Alpha Epsilon Boule's+ program.

Alpha Epsilon Boule shall, at all times during the term of this MOU 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.

See Exhibit C.

Title VII

Alpha Epsilon Boule agrees that the program will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.

Prison Rape Elimination Act

The Provider understands that individuals working on behalf of The Provider under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act and complete all other requirements to work with youth as deemed by Dallas County.

Signed by:

_____ Date: _____
 Representative,
 Dallas County Juvenile Department


 _____ Date: 11/11/16
 Sire Archon
 Alpha Epsilon Boule

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM:

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

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:

Alpha Epsilon Boule

Signature, Authorized Representative of Contractor

[Handwritten Signature]

Date

10/18/2016

Title

Chairman - My Brother's Paper Committee

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:
 2016-125083

Date Filed:
 10/17/2016

Date Acknowledged:

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

Alpha Epsilon Boule
 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-17
 MBK Mentoring Program

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.



Joseph Williams
 Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL OR SEAL COPY

Sworn to and subscribed before me, by the said Joseph Williams this the 18th day of October 20 16, to certify which, witness my hand and seal of office.

Gabriel A. Palacios Gabriel A. Palacios Notary Public
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: November 28, 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 28 day of November, 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’s Diversion Male Court (DMC) was created to reduce disproportionate representation of minority males in the Juvenile Justice System by diverting these youth from the formal court process into community-based alternatives that promote positive empowerment to the youth and family; focusing on the mentoring component, an opportunity has arisen for these specific services to be provided to the DMC participants by Alpha Epsilon Boule, located in Dallas. Mentoring can help youths as they transition into adulthood; these transitions may bring challenges such as dealing with stressful situations at home and/or at school, those close, healthy and supportive relationships between the mentor and participants lasting for significant time periods, can improve success for a youth; the goals of mentoring are to increase high school graduation rates, decrease high school dropout rates, increase college enrollment, enhance self-esteem and self-confidence, improve interpersonal skills and strengthen relationships with parents, teachers and peers; in order to provide the DMC participants with additional positive role models and increase their probability for future success, adult mentors will be assigned to youth, therefore, the purpose of this brief is to seek the Juvenile Board’s approval for the Memorandum of Understanding between the Dallas County Juvenile Department and Alpha Epsilon; and

WHEREAS, the Alpha Epsilon Boule will secure mentors age thirty (30) and older to be used with the DMC participants throughout the time they are in the program. In addition, mentors will be encouraged to establish and maintain a long-term relationship with the DMC participant and will be asked to commit to a minimum period of one year; this will enable them to continue their relationship with the participant even after they graduate from the DMC program; during the partnership between the mentor and the youth, specific activities will be outlined depending on the individual interest of each youth; in terms of mentor recruitment, Alpha Epsilon Boule will play a lead role in the identification and recruitment of male mentors for the program. It will identify and recruit a robust pool of mentors; the mentors will be culturally, ethnically and geographically diverse; and

- WHEREAS,** all prospective mentors will undergo and pass a background check in order to participate in the program; the background checks will be administered by the Dallas County Juvenile Department, and Alpha Epsilon Boule understands that under no circumstances should mentors be allowed to work with youth until they have been cleared by the Juvenile Department; in addition, all mentors will be prepared by undergoing training provided collaboratively by Alpha Epsilon Boule and the Dallas County Juvenile; and
- WHEREAS,** this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County *is safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and
- WHEREAS,** the Memorandum of Understanding has been reviewed and approved as to form by Ms. Denika Caruthers, Juvenile Department Administrative Legal Advisor; and
- WHEREAS,** there is no financial impact on Dallas County or the Juvenile Department; and
- WHEREAS,** upon entering and at the completion of the program, participants and parents will complete a survey designed by the Juvenile Department’s research and statistics team; in addition, six-month and yearly performance measure reports focusing on the number and percentage of youth who complete the program, the recidivism rate during and six months after the youth exit the program, and the scoring of the pre and post surveys provided to the youth and parent will be completed; and
- WHEREAS,** this MOU will be in effect for an initial term of three (3) years; after the initial term of three (3) years, the parties may renew this MOU as they deem appropriate; both parties reserve the right to renegotiate this Memorandum upon the mutual consent of the other party; any modification of this Memorandum must be in writing and signed by the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Memorandum of Understanding between the Alpha Epsilon Boule and the Diversion Male Court. Additionally, the Dallas County Juvenile Board authorizes the Chairperson to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28 day of November, 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: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Contract with the Dallas County Juvenile Justice Alternative Education Program and Diagnostic Assessment Services

Background of Issue:

A Request for Proposal (RFP): Special Education Services No. 2016-066-6603 was approved by Commissioners Court on October 18, 2016, giving authorization to Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) to assume management of the special education components to increase accountability and relatedly ownership of the provision of special education programming. It is agreed that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. The Juvenile Justice Alternative Education Program (JJAEP) is contracting with Diagnostic Assessment Services for the provision of supportive services for special population students enrolled in JJAEP.

The purpose of this brief is to request the Juvenile Board's approval of the Dallas County Juvenile Justice Alternative Education Program Special Education Services Contract with Diagnostic Assessment Services (DAS).

Impact on Operations and Maintenance:

Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Standards) Rule §348.7 specifies that students with disabilities who are placed in the JJAEP shall be afforded education services determined by a duly constituted Admissions, Review and Dismissal Committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws. As such, the area of special education is a very highly regulated and precise field requiring close monitoring, specific training and certifications to be in compliance with state and federal laws aimed at protecting students' and parents' rights.

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.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*
214-698-2200 Office 214-698-5508 Fax

Legal Information:

This information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor and Lenora Sevillian, Purchasing Manager, Dallas County Purchasing Department. The Certificate of Interested Parties Form 1295 and Title VI Assurances documents have been completed.

Financial Impact/Considerations:

This information has been approved by Ms. Carmen Williams, Budget Service Manager. Invoices will be paid from JJAEP (7201) funds in an amount not to exceed \$49,464.00.

Performance Impact Measures:

Overall, state performance measures are established by the State Board of Education and monitored by the Texas Education Agency (TEA) and the Texas Juvenile Justice Department (TJJD). DAS agrees to provide special education consultation services for students, ages ten (10) years and through twenty-two years (22) enrolled in the DCJJAEP. Such consultation services shall include, but are not limited to, the following:

1. Program Components - Comprehensive Needs Assessment to ascertain and develop any required procedural changes to current service delivery.
2. Consultation for JJAEP Principal, teachers, and special education staff.
3. Representation at meetings, including the JJAEP governance committee, weekly meetings to review potential referrals to the JJAEP, and regular monthly meetings with the Special Education Director and JJAEP principal.
4. Acting as consulting special education director in ARD meetings conducted at the JJAEP by sending schools, as well as Manifestation Determination (MD) ARDs conducted on the home school campuses.
5. Advocacy for students and program interests with school districts and families throughout the Dallas County service area.

DAS will provide a monthly report to the County by the end of the tenth (10th) calendar day of the month. This monthly report should include, but is not limited to, the following information:

1. Student data to include:
 - i. the number of ARD's attended during the previous month (by type)
 - ii. an up-to-date staff roster with position titles
 - iii. the number of hours of consultation conducted
 - iv. the number of students who transitioned to their Home School or a GED program

DAS will also provide communication to the County including, but not limited to, ARD's and code sheets for data entry purposes as it has in years past.

Project Schedule/Implementation:

The term of this Professional Services Contract shall begin on the date of award through August 31, 2018, unless terminated earlier under any provision hereof, with an option to renew thereafter for up to three (3) additional one-year terms at the discretion of Dallas County and approval by Dallas County Commissioners Court. All renewals will be dependent on contractor performance, funding availability, and mutual agreement by all parties.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Special Education Services Contract with Diagnostic Assessment Services.

Recommended by:



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

**THE STATE OF TEXAS
THE COUNTY OF DALLAS**

CONTRACT FOR SPECIAL EDUCATION CONSULTATION

BETWEEN

THE DALLAS COUNTY JUVENILE BOARD

AND

DIAGNOSTIC ASSESSMENT SERVICES

AND

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

1. PURPOSE:

This Contract is entered into for the purpose of providing special education consultation services for the students enrolled in the Dallas County Juvenile Justice Alternative Education Program ("JJAEP") between the Dallas County Juvenile Board ("DCJB") and the Diagnostic Assessment Services ("Contractor") at sites chosen by the Dallas County Juvenile Board. The Texas Education Code ("TEC"), Chapter 37, Subsection 37.011 authorizes the DCJB to operate the Dallas County Juvenile Justice Alternative Education Program. The Juvenile Department will serve as the designated County agency to oversee and manage operations on behalf of the County and DCJB.

2. TERM:

The term of this Professional Services Contract shall be beginning on the date of award through August 31, 2018, unless terminated earlier under any provision hereof, with an option to renew thereafter for up to three (3) additional one-year terms at the discretion of Dallas County and approval by Dallas County Commissioners Court. All renewals will be dependent on contractor performance, funding availability, and mutual agreement by all parties.

3. RELATIONSHIP OF PARTIES:

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

4. ENTIRE CONTRACT:

This Contract, including all Exhibits, and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

5. 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"), Request for Proposals ("RFP") No. 2016-066-6603 issued by the County; and
- B. ("Exhibit B"), Original Proposal submitted by Contractor in response to RFP No. 2016-066-6603.
- C. ("Exhibit C"), Attachment E FY 2017 Proposed Budget submitted by Contractor with its modifications).

6. 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.

7. SCOPE OF WORK:

- A. Contractor agrees to provide special education consultation services for students, ages ten (10) years and up to twenty-two years (22), enrolled in the DCJJAEP. Such consultation services shall include, but is not limited to the following:

1. Program Components:

Comprehensive Needs Assessment to ascertain and develop any required procedural changes to current service delivery.

2. Consultation

3. Representation at Meetings

- B. Contractor agrees to provide Special Education services and leadership to JJAEP.
- C. In the event that additional Facilities and/or Programs are developed by the Juvenile Department during the term of this Contract, the Contractor agrees to provide the same or similar services at the request of the Dallas County Juvenile Board. Services at additional sites will be provided utilizing the existing terms and rate agreed to in this Contract. All parties agree to negotiate an amendment to the terms and rate of the Contract based on the following:
 - 1) If the scope of the services requested are significantly different from the services specified within this Contract;
 - 2) If the implementation of the new Program/Facility would require significantly more resources and/or funding than provided for in this Contract; and/or
 - 3) The annual aggregate number of youth served is less than 250 or more than 1,250.

8. OBJECTIVES:

Contractor agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and the Texas Juvenile Probation Commission and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance. The specific objectives of the consultation and services are to produce five basic outcomes, including identifying training topics, to provide intonation to staff, team support, disseminate *JJAEP & Diagnostic Assessment Services RFP: 2016-066-6603 Contract Page 3* information, and to measure the success of the program.

- A. Contractor will assist in the selection and training of committee members involved in the referral process, and provides leadership in forming these committees at JJAEP.

- B. Contractor will establish and provide ongoing communications between JJAEP and home schools of students, provide part-time personnel to attend case review meetings and report findings to Special Education personnel, and provide part-time personnel to attend entry ARD and exit ARD meetings.

9. FUNDING AND FEES FOR SERVICES:

- A. Contractor shall be compensated for the provision of consultation and assessment services under this contract. Contractor shall be compensated according to the agreed upon rate structure as outlined below for JJAEP services for dates September 1, 2016 through August 31, 2017. Funds for these services will be paid according to the following proposed budget in 12 monthly payments of \$4,122.00.

Services	Annual Payments for 2016-2017
Dallas County JJAEP (effective 9/1/2016)	\$49,464.00

The fees provide for all materials, goods and services necessary for the provision of all requirements under this contract.

- B. Contractor shall submit to the County a Billing Statement of Services ("Statement") provided for the preceding month in a format that is acceptable to the County. This Statement shall be submitted no later than the tenth (10th) business day after the end of each month. A corporate officer of Contractor shall certify and swear that each Statement is true, correct, owed, and unpaid. The County shall be responsible for reviewing Statements and processing them for payment. However, County's review shall not relieve Contractor of its obligation to correctly submit any and all Statements and related information. All parties agree to process all correctly submitted and accurate Statements so that Contractor receives payment within thirty (30) days of receipt. Included with this invoice will be a statement indicating Minority/Women Business ("M/WBE") compliance by Contractor and dollar amount.
- C. Contractor understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by County for implementation and operation of the DCJJAEP from the TEA and TJPC. The parties agree that in the event sufficient funds are not available from the TEA and TJPC to meet the obligations set forth herein, this Contract will terminate in the sole discretion of County. If this Contract terminates for lack of funds, Contractor shall be entitled to payment for services provided prior to the date of termination. Temporary interruptions in funding and County requested suspensions of services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.

10. FACILITIES:

- A. Facility Locations: The JJAEP will be operated in the following site which is owned, operated, and/or maintained by the County:
1) Dallas County JJAEP, 1673 Terre Colony, Dallas, TX 75212.
- B. The cost for providing space within the Program Facility, including utilities and maintenance, is provided for by the County. The County will allow for the use of the Facility listed in Paragraph A of this Section at no additional charge to the Contractor. Provision of the consultation and services shall be for a minimum academic year of one hundred eighty (180) instructional days, and is inclusive of all services and based on a 24 hour per week commitment.

- C. Due to the limited office space that is available within the institutions and Facilities of the Program, there is limited administrative office space available for Contractor's use. If the Contractor determines that a need for additional off-site administrative office space exists, all expenses incurred in the procurement and use of such administrative office space will be the responsibility of the Contractor as part of the quoted rate provided for in Section 8 of this Contract.
- D. All use of any real property, Facility, buildings or personal property owned by County shall be in accordance with all County policies, as amended.

11. EQUIPMENT AND DURABLE GOODS:

- A. Contractor shall provide, at no additional cost to the County, all materials, equipment and durable goods necessary to fulfill the obligations of this Contract, including but not limited to: computers, printers, office supplies, testing supplies, training supplies, and educational software. As this is a contract, the Contractor will not receive reimbursement for the cost of materials, equipment and durable goods other than the quoted rate as noted in Section 8 of this contract, unless expressly provided for in this Contract. Contractor shall maintain, at its sole cost and expense, replacement cost insurance on all personal property in an amount to fully compensate Contractor in the event of any casualty or theft.
- B. All equipment for which the Contractor is reimbursed, directly or through the quoted rate as noted in Section 8 of this contract will be the sole property of the DCJJAEP and the DCJB. At the time of the expiration of this Contract, all property so reimbursed will remain in the possession of the County.

12. STAFF:

Staff members are to be hired, trained, and available to serve students and staff no later than the first day of the contract period for the 2016-2017 academic year. Contractor shall ensure that staff are hired and assigned to the Program Facility approved by the County according to the credentials and qualifications described in Exhibit A, and as appropriate to their respective functions as noted above in the Scope of Work.

- A. Background Investigations: In order to ensure the health and safety of the students assigned to the DCJJAEP, the Contractor must provide information indicating that criminal background checks have been performed on staff prior to commencement of work and that rechecks are completed annually. When reviewing these background checks with the County, Contractor shall keep the "best interest of the child" standard in mind above all else. Moreover, Contractor shall verify that staff members have no prior history that would indicate that they would be dangerous to the health and safety of students. Criminal background checks shall be done on all personnel and staff who will have direct contact with students, including full-time and part-time staff, volunteers and any other persons located at the facilities on behalf of Contractor. County will maintain records documenting that these checks have been made.
- B. Training: Contractor must ensure that staff members are attending sufficient training to remain current in their professional specialty. Training records must be maintained on every staff member for documentation.
- C. Employee Files: Contractor must maintain personnel files for all staff which shall contain the following: service records, official transcripts showing degree conferred and course completions, any applicable professional certifications and all employee evaluations and performance records. Employee personnel files shall be available for inspection by the County upon request.

- D. Evaluation: At least annually, Contractor must evaluate staff systematically and use evaluation data to provide for the improvement of effectiveness. Evaluation results must be made available to the County upon request.

13. PROGRAM EVALUATION:

- A. Contractor agrees to cooperate freely in a thorough program evaluation, if such an evaluation is required and conducted under the direction of the County. Sufficient advance written notice will be provided to the Contractor in areas of the evaluation that require preparation.
- B. Contractor agrees to cooperate freely in a thorough review at each facility conducted by the County, as requested. The Contractor will provide such information and data requested for the Program review which will include, but is not limited to, the components found in this Contract as well as all applicable State and Federal guidelines/laws pertaining to the operation of a charter school in Texas.
- C. A written response shall be submitted by the Contractor to the County in any areas of deficiency or concern noted in the evaluation or the Program review within thirty (30) days of receipt. Moreover, the Contractor agrees to voluntarily participate in any subsequent or follow-up evaluation or review to determine implementation of corrective actions.

14. REPORTING:

- A. As applicable and mutually agreed upon at any time, County and Contractor can choose to communicate all reporting requirements by compatible electronic means.
- B. Monthly Reports: Contractor will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:
- 1.) Student data to include:
 - i. the number of ARD's attended during the previous month (by type);
 - ii. an up to date staff roster with position titles;
 - iii. the number of hours of consultation conducted; and
 - iv. the number of students who transitioned to their Home School or a GED program.
- C. Communication: Contractor will provide communication to the County, as specified herein, including, but not limited to: ARD's; and coding sheets for data entry purposes.

15. COORDINATION WITH HOME SCHOOL:

- A. Contractor shall obtain appropriate special education records from the Home School for JJAEP students. If the Home School does not respond to Contractor's request for records in a timely manner, Contractor shall notify Dallas County.
- B. Upon request from the student's Home School, Contractor shall assist in coordinating with the Home School, or other appropriate educational setting, to transition Students back to the Home School after their release. Such transition services shall include, but not be limited to, the following:
- 1) Determining a contact person at the Home School to assist Dallas County in the transition process; and
 - 2) Interaction with Home School or other appropriate educational setting contact person in order to facilitate the transfer of required Student records and to assist in a smooth transition process for the Student and the Home School staff.

16. PROGRAM DOCUMENTATION:

Dallas County agrees to maintain a file for each Student as required. In addition, the Contractor will maintain, and make available to DCJB upon request, all pertinent information about Students from the time of enrollment including, but not limited to, the following documentation:

- A. Incident reports: Any allegation of abuse, neglect or injury to a student as a result of interaction with the student by Contractor or its staff, must be reported. In order to follow the requirements of the TEA and to follow the law under Chapter 261 of the Texas Family Code, suspected or alleged cases of child abuse shall be immediately reported to both the Department of Protective and Regulatory Services and faxed to the Educational Services Unit and the JJAEP, Fax number (214) 637-6130.
- B. Chronological records: All program related contacts must be maintained in the student's file and made available to any County representative who requests access. However, Contractor is not required to submit this documentation unless specifically requested.
- C. Documentation regarding staff: The Contractor shall maintain documentation including, but not limited to, the following: proof of staff credentials, background check, staff roster (including date of hire and employment departure) and staff incident reports with noted disciplinary action taken.

17. COOPERATION:

- A. Contractor shall cooperate with the County in the on-going operation of the DCJJAEP. This cooperation shall include, but not be limited to: maintaining contact and promptly furnishing requested and required information to County staff assigned to the DCJJAEP; and granting access to student records and documentation, as needed by the County.
- B. Contractor shall cooperate with all reasonable requests from representatives of the Education Services Unit. Such requests may include, but not be limited to, additional data or statistical analysis, or follow-up related to transitional services.
- C. Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to vacate all Facilities in a cooperative manner and provide anything requested from the County, including, but not limited to the following, upon date of termination and/or expiration.

18. HEALTH AND SAFETY STANDARDS:

Contractor will comply with all applicable city, county, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County.

19. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA):

- A. No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity offered by Contractor in operating the Program pursuant to the requirements of this Contract.
- B. Contractor shall comply with all State and federal requirements relating to the IDEA. Contractor will be responsible for coordinating and conducting the admissions, review, and dismissal committees for the JJAEP to determine the instructional and related services to be provided at the Program by the Contractor.

20. ASSURANCES:

- A. Contractor agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- B. Contractor assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this Contract;
- C. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified in the State of Texas to perform the required services. Contractor further agrees and ensures that all Program and/or Facility licenses necessary to perform the required services are current and that the County will be notified immediately if such licenses become invalid during the Term of this Contract, or extension, thereto;
- D. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract;
- E. Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171, Tax Code, Contractor by executing this Contract, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for immediate termination of the Contract, at the sole option of the County;
- F. Under Section 231.006 of The Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment because of delinquent child support obligations or delinquent student loans or grants owed. Contractor acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate; and
- G. Failure to comply with any of these assurances or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

21. TERMINATION:

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

- 3) Substantiated physical or sexual abuse of program students by employees, agents or subcontractors of Contractor that goes unreported and/or is not addressed appropriately after Contractor becomes aware of the allegations; or
- 4) Failure of Contractor to provide an effective program as determined by the County.

22. NOTICE:

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

County / DCJB
Dr. Terry S. Smith, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: Terry.Smith@dallascounty.org

Contractor
Dr. Natalie Davenport
Diagnostic Assessment Service
41 00 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 972-243-6522
Email: ndavenport@spedservices.com

23. INDEMNIFICATION / LIABILITY:

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

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

TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS, INDEMNITIES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITIES BECAUSE OF INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL OR PERSONAL), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM OPERATIONS OR WORK UNDER THE CONTRACT BY CONTRACTOR OR ANY OF CONTRACTOR'S INVITEES; AND (2) THE PRESENCE ON THE PROPERTY OF CONTRACTOR OR ITS SUBCONTRACTORS, EMPLOYEES, SUPPLIERS, VENDORS, OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND

EXPENSE (AT THE ELECTION OF COUNTY) AGAINST ANY CLAIM DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

FURTHER, CONTRACTOR SHALL RELEASE, DEFEND AND INDEMNIFY INDEMNITIES FROM AND AGAINST ALL LOSS, DAMAGE, CLAIMS EXPENSE, INCLUDING JUDGMENTS AND ATTORNEY'S FEES, AND LIABILITY FOR BODILY INJURY TO, OR DEATH OF, ANY PERSON AND LOSS OF OR DAMAGE TO ANY PROPERTY AND LOSS OF USE THEREOF CAUSED BY OR INVOLVING CONTRACTOR OR ANY OF CONTRACTOR'S INVITEES, INCLUDING BUT NOT LIMITED TO EMPLOYEES, SUBCONTRACTORS, AGENTS, INVITEES AND THE PROPERTY OF EACH PARTY HERETO, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK UPON OR ADJACENT TO ALL OR ANY PART OF THE PROPERTY.

Without in any way limiting or restricting the indemnification and defense agreements stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and any subcontractors, and their insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants," agents, representatives, subcontractors, vendors, material men, or any other person present on the Property or performing any other act or service on Contractor's behalf or at its request, but only to the extent caused by Contractor or any of Contractor's Invitees. Contractor does not indemnify Indemnities from their own actions and nothing herein shall be construed to the contrary. Contractor hereby covenants and agrees that it will hold County harmless for all personal property of Contractor or any of Contractor's Invitees or any other party having any personal property on the property.

24. INSURANCE REQUIREMENTS:

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

1.) Workers' Compensation Insurance must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. Contractor shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract. Workers Compensation Insurance must be in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all employees assigned to operate or work under this Contract. In the event the Contractor elects and the County approve Contractor to sublet any work, Contractor shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protections.

By signing this Contract, or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for the duration of this Contract. Contractor further represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

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

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

2) **Liability Insurance Requirements-** Contractor shall at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with "personal injury" coverage, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person and an aggregate of Three Million and No/100 Dollars (\$3,000,000.00) for any one occurrence and commercial or business auto liability insurance, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) combined single limit (each accident).

- B. The Juvenile Board of Dallas County and Dallas County shall be named as additional insured on such policies, and all such policies shall provide for ten (10) days prior written notice to the County prior to amendment, cancellation or termination. Each policy shall contain a Waiver of Subrogation in favor of Dallas County. Contractor shall be solely responsible for all cost of any insurance as required herein, any and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.
- C. Contractor shall be solely responsible for all costs of any insurance as required here, any and all deductible amount(s) and in the event that an insurance company should deny coverage. All insurance coverage shall be on a claim made basis unless specifically approved in writing and executed by the County's Director and Risk Manager.
- D. It is the intent of these requirements and provisions that insurance cover all costs and expenses so that neither the County nor the Dallas County Juvenile Board will sustain any expense, cost, liability or financial risk as a result of the insured's performance of services under this Contract.
- E. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against the Count and Dallas County Juvenile Board, whether by way of subrogation or otherwise; to the extent available at reasonable costs from Contractor's insurance carrier.
- F. Insurance certificates: The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the County within ten (10) days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.
- G. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A+ or better by A.M. Best Co. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

- H. If contractor and/or subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance, to the extent reasonably priced, and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.
- I. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions, in addition to any and all other remedies Dallas County of Dallas County Juvenile Board may have upon Contractor's failure to provide and maintain any insurance or policy endorsements, County shall have the right:
- 1) To order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - 2) To withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates with the requirements hereof and assurance and proof acceptable to County that there is not liability to County for failure to provide such required insurance; and
 - 3) At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
 - (a) termination of this Contract
 - (b) demand on any bond, as applicable;
 This provision shall survive Contract termination.
- J. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.
- K. 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.
- L. Acceptance of the final products by County or Dallas County Juvenile Board shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work product prepared by said Contractor, its employees, subcontractors, and agents.
- M. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.

25. SUBCONTRACTING:

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

- B. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will be responsible to County for the performance of any subcontractor. Also, Contractor shall pay all subcontractors in a timely manner.
- C. Subcontractors identified in Exhibit A are also subject to the guidelines herein.

26. TRANSPORTATION:

Contractor shall provide no transportation to students herein. Students are generally picked up by bus within a few blocks of their residence.

27. CHOICE OF LAWS AND VENUE:

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

28. AMENDMENTS AND CHANGES IN THE LAW:

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

29. SEVERABILITY:

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

30. SIGNATORY WARRANTY:

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

31. ENTIRE AGREEMENT:

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

32. BINDING EFFECT:

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

33. FEDERAL FUNDED PROJECT:

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

34. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

35. ASSIGNMENT:

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

36. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

37. 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.

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 Contract. Any known or suspected incident of fraud or Program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

39. FISCAL FUNDING CLAUSE:

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

EXECUTED THIS ____ DAY OF _____ 2016.

DALLAS COUNTY:

CONTRACTOR:

BY: Clay Jenkins
Dallas County Judge

BY: Natalie Davenport, Ph.D.,
President and C.E.O.
Diagnostic Assessment Services

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM:

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

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: Michelle DeLaGarza - JJAEP

Michelle DeLaGarza, CCD
Signature, Authorized Representative of Contractor

11-2-2016
Date

Chief Clinical Officer
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.
Diagnostic Assessment Services, Inc.
Dallas, TX United States

Certificate Number:
2016-131945

Date Filed:
11/02/2016

Date Acknowledged:

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

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.

RFP No. 2016-066-6603

Special Education Programming Director for the Juvenile Justice Alternative Education Program (JJAEP)

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

Michelle Dela Garza
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michelle Dela Garza, this the 3rd day of November, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

EHLA MIRZA
Printed name of officer administering oath

Relationship Manager
Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX

DATE: November 28, 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 28th day of November 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, a Request for Proposal (RFP): Special Education Services No. 2016-066-6603 was approved by Commissioner’s Count on October 18, 2016, giving authorization to Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) to assume management of the special education components to increase accountability and relatedly ownership of the provision of special education programming. It is agreed that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. The Juvenile Justice Alternative Education Program (JJAEP) is contracting with Diagnostic Assessment Services for the provision of supportive services for special population students enrolled at in JJAEP.

The purpose of this brief is to request the Juvenile Board’s approval of the Dallas County Juvenile Justice Alternative Education Program Special Education Services Contract with Diagnostic Assessment Services (DAS); and

WHEREAS, Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Standards) Rule §348.7 specifies that students with disabilities who are placed in the JJAEP shall be afforded education services determined by a duly constituted Admissions, Review and Dismissal Committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws. As such, the area of special education is a very highly regulated and precise field requiring close monitoring, specific training and certifications to be in compliance with state and federal laws aimed at protecting students' and parents' rights; 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, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; and

WHEREAS, this information has been approved by Ms. Carmen Williams, Budget Service Manager. Invoices will be paid from JJAEP (7201) funds in an amount, not to exceed, \$49,464.00; and

WHEREAS, overall, state performance measures are established by the State Board of Education and monitored by the Texas Education Agency (TEA) and the Texas Juvenile Justice Department (TJJD). DAS agrees to provide special education consultation services for students, ages ten (10) years and through twenty-two years (22), enrolled in the DCJJAEP. Such consultation services shall include, but are not limited to the following:

1. Program Components - Comprehensive Needs Assessment to ascertain and develop any required procedural changes to current service delivery.
2. Consultation for JJAEP Principal, teachers, and special education staff.
3. Representation at meetings, including the JJAEP governance committee, weekly meetings to review potential referrals to the JJAEP, and regular monthly meetings with the Academy for Academic Excellence Special Education Director and JJAEP principal.
4. Acting as consulting special education director in ARD meetings conducted at the JJAEP by sending schools, as well as Manifestation Determination (MD) ARDs conducted on the home school campuses.
5. Advocacy for students and program interests with school districts and families throughout the Dallas County service area.

DAS will provide a monthly report to the County by the end of the tenth (10th) calendar day of the month. This monthly report should include, but is not limited to, the following information:

1. Student data to include:
 - i. the number of ARD's attended during the previous month (by type)
 - ii. an up-to-date staff roster with position titles
 - iii. the number of hours of consultation conducted
 - iv. the number of students who transitioned to their Home School or a GED program

DAS will also provide communication to the County including, but not limited to ARD's and code sheets for data entry purposes as it has in years past; and

WHEREAS, the term of this Professional Services Contract shall begin on the date of award through August 31, 2018, unless terminated earlier under any provision hereof, with an option to renew thereafter for up to three (3) additional one-year terms at the discretion of Dallas County and approval by Dallas County Commissioners Court. All renewals will be dependent on contractor performance, funding availability, and mutual agreement by all parties; and

WHEREAS, it is recommended that the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Special Education Services Contract with Diagnostic Assessment Services.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Dallas County Juvenile Justice Alternative Education Special Education Services Contract with Diagnostic Assessment Services.

DONE IN OPEN BOARD MEETING this 28th day of November, 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

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification to Accept Funds from the Juvenile Justice Regionalization Grant (Grant R)

Background of Issue:

On October 24, 2016, the Dallas County Juvenile Department responded to an opportunity for funding from Fiscal Year 2016 Regionalization Start-up Funds (Grant R). The purpose of the request for funds is to enhance services provided to females, young offenders, individuals with a history of trauma, and youth with intellectual and developmental disabilities in post-adjudicated facilities. With additional funding, Grant R had three goals to meet.

1. Enhance treatment services to youth in post-adjudicated facilities.
2. Improve family engagement in programming.
3. Divert youth from commitment to state-operated secure facilities.

Start-up funds from FY 2016 Grant R will enable Letot Residential Treatment Center (RTC) and Youth Village campuses to strengthen their treatment-related services.

The purpose of this brief is to request approval to accept funds from TJJD and to authorize the Dallas County Juvenile Department to purchase items submitted in the grant request.

Impact on Operations and Maintenance:

Dallas County Juvenile Department requested \$13,157.59 to be spent by November 30, 2016. This request will provide additional therapeutic resources to Youth Village, Letot RTC, and Dallas County facilities. In particular, these resources will broaden current treatment by enhancing staff's ability to work with individuals with trauma, sexual offenses, intellectual and developmental disabilities, and non-English speaking families.

Strategic Plan Compliance:

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

Legal Information:

The Juvenile Board Chairman is required to sign any related grant documents on behalf of the Juvenile Board.

Financial Impact/Considerations:

Dallas County Juvenile Department is approved to receive \$13,158 toward the cost of curriculum, a tablet, and translation equipment. The Purchase Order and Miscellaneous Briefing forms outlining the budget breakdown are attached. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

If approved, the Dallas County Juvenile Department will be required to confirm money was utilized for requested supplies.

Project Schedule/Implementation:

The proposal was due to Mr. Williams, Senior Director of Probation and Community Services, on October 26, 2016. He approved funding for the grant application on October 31, 2016. All goods must be ordered by November 30, 2016.

Recommendation:

It is recommended that the Juvenile Board approve the ratification to acceptance of funds from Texas Juvenile Justice Department Regionalization Grant and authorize the Juvenile Board Chairman to sign all amendments and additional documents related to Grant R FY 2016-2017.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx
DATE: November 28, 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 28th day of November, 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 October 24, 2016, the Dallas County Juvenile Department responded to an opportunity for funding from Fiscal Year 2016 Regionalization Start-up Funds (Grant R); and
- WHEREAS,** the purpose of the request for funds is to enhance services provided to females, young offenders, individuals with a history of trauma, and youth with intellectual and developmental disabilities and provide additional therapeutic resources to Youth Village, Letot RTC, and Dallas County facilities; and
- WHEREAS,** Dallas County Juvenile Department is approved to receive \$13,158 toward the cost of curriculum, a tablet, and translation equipment; 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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Juvenile Board approve the ratification to acceptance of funds from Texas Juvenile Justice Department Regionalization Grant and authorize the Juvenile Board Chairman to sign all amendments and additional documents related to Grant R FY 2016-2017.

DONE IN OPEN BOARD MEETING this 28th day of November, 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



**DISCUSSION
ITEMS
VII**



ACTION ITEM

Q.

Director's Report Academy for Academic Excellence (AAE): October 2016

The Dallas Holocaust Museum's Education Department offers a variety of multi-disciplinary curriculum trunks for different grade levels. Teachers can borrow the trunks, at no charge, to supplement their instruction. The trunks contain lesson plans, curriculum guides and age appropriate books. This month the trunks were used by Ms. Giddens' social studies class in the Youthful Offenders Program and Ms. Moore's history class at DRC.

October held several opportunities for students and staff to recognize and support activities such as Hispanic Heritage Month, Unity Day, Breast Cancer Awareness, and National Bullying Prevention Month. Students and staff engaged in instructional activities and academic contests to support the observances.

AAE campuses held their annual parent/teacher conferences the week of October 17th. This included their mandated annual Title I parent meeting.

Staff attended the Legal Summit held at Region 10. The Legal Summit focuses on Special Education and 504 updates.

PEIMS Snapshot Comparison

SNAPSHOT October 2015		SNAPSHOT October 2016	
001	267	001	235
002	28	002	25
003	111	003	130
004	37	004	41
005	36	005	27
TOTAL	479	TOTAL	458

**ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
OCTOBER 2016**

DR. JEROME MCNEIL DETENTION CENTER / AAE CAMPUS (001):

Latest Campus Enrollment

Total Enrollment	233
SPED - Total Students	53
ESL - Total Students	42

Instruction at a Glance

The core-content teachers have established regular weekly/bi-weekly meeting schedules and are meeting on a regular basis. Teachers are discussing lesson plans, projects, classroom activities and upcoming events.

Every October, schools and organizations across the country join together to put an end to bullying by observing National Bullying Prevention Month. The goal: encourage communities to work together to stop bullying and cyber bullying by increasing awareness of the prevalence and impact of bullying on all children of all ages. Students at the 001 campus participated in a poster contest to promote awareness. In observance of Unity Day, October 19th everyone came together to send one large message of support, hope, and unity to show that we are united against bullying and united for kindness, acceptance and inclusion by wearing orange.

Red Ribbon Week serves as a vehicle for communities and individuals to take a stand for the hopes and dreams of our children through a commitment to drug prevention and education and a personal commitment to live drug-free lives with the ultimate goal of creating a drug free America. The students worked really hard decorating the classroom doors to support this year's theme: "Respect yourself. Be drug free." They created some excellent displays.

October is Breast Cancer Awareness Month, which is an annual campaign to increase awareness of the disease. Everyone showed support and acknowledged survivors by wearing pink.

Student Recognition

On October 19th, the 001 campus held its annual Fall Title I and Parent Teacher Meeting, during which we discussed the Title I program and how parents can be involved. Parents were given a survey to provide input. They were also able to meet with teachers to discuss student grades and any educational issues or questions. Several members of the educational staff are to be commended for providing translation during this meeting: Nancy Carbajal and Nynoska Salvatierra.

Ardis McCann, Campus Administrator

Sheterric Malone, Campus Administrator

DAY REPORTING CENTER - CAMPUS (002):

Latest Campus Enrollment

Total Enrollment	36
SPED - Total Students	5
ESL - Total Students	4

Instruction at a Glance

Students participated in Bullying Week and Red Ribbon Week by creating artwork to represent each event. Students signed oaths and decorated the hallway. DRC held their Annual Title I Parent Meeting Night. Parents were given valuable information about students' schedules and had the opportunity to meet the teachers. Parents also enjoyed a spaghetti dinner and door prizes.

GED/Credit Recovery

GED had one (1) student pass all test and complete the program. Credit Recovery had three (3) students that recovered three (3) credits.

Traditional

Students were given the opportunity to read a novel titled "Survivors" from the Genocide Teacher Trunk sponsored by the Holocaust Museum. Students completed a "Survivors Novel Panel Project".

Christina Bradford, Assistant Campus Administrator

MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**Latest Campus Enrollment**

Total Enrollment	123
Medlock Students	74
Youth Village Students	40
Youth Village Youth Offenders	9
SPED - Total Students	33
Medlock SPED	22
Youth Village SPED	11
Medlock 504	1
ESL – Total Students	18
Medlock ESL	15
Youth Village ESL	3

STAAR Results – STAAR END-OF-COURSE (EOC)

The instructional staff is working diligently with the students who have previously taken the state assessment and planned interventions are in place targeting the students' deficiency areas to prepare them for the Fall STAAR EOC Testing in December.

Special Education Department – MEDLOCK

The Special Education Department working in concert with the Psychology Staff are creating a library at Medlock. Similar to the library at Youth Village, students are able to check out books throughout the week. The Youth Village library received over ten boxes of gently used books from the students at Mesquite Horn High School.

Dropout Recovery - Accelerated Instruction Plan (AIP) Program

Medlock and Youth Village staffs have identified all eligible students that are over-aged and under-credited to participate in the Academy for Academic Excellence's AIP Program. Two students are currently participating in the program at Medlock.

Student Achievement– Honor Roll

We recognized the Youth Village Students of the Week for October in the weekly campus announcements and will be planning the monthly celebration in the coming weeks.

Hispanic Heritage Month

Youth Village students assisted the staff in decorating hallways and classroom walls with students' posters, students' Hispanic Heritage inspired writings, historical facts, and other educational materials that chronicled the influence of Hispanic Americans in every content area. The decorations and students' artistic expressions were displayed throughout the building as a part of the Youth Village campus beautification project, celebrating all major holidays and cultural

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

recognitions. In addition, the Youth Village students held a film study of Hispanic-themed cultural awareness films documenting the historical contributions and fabric of Hispanic culture. Medlock students participated in intense discussions about the many valuable contributions of Hispanic-Americans to the rich history of the United States, in addition, students addressed the emerging role of Hispanics in American politics. Celebrations were held at both the Medlock and Youth Village with guest speakers from the Dallas Latino Cultural Center and the Anita Martinez Ballet Folkloric Dance Company. Lastly, two Medlock students were awarded scholarships from the Department's Hispanic Committee.

National Bullying Prevention Month

This year, Medlock/Youth Village campus took a very aggressive stance against bullying. Operating under the theme "Together Against Bullying, United for Kindness, Acceptance and Inclusion," students made a powerful visual statement of support on Unity Day with their posters. In addition, staff wore orange in an attempt to bring an end to bullying. Unity Day is the day when everyone can come together—in schools, communities, and online — and send one large orange message of support, hope, and unity to show that we are united against bullying and united for kindness, acceptance and inclusion.

Red Ribbon Week and Breast Cancer Awareness Month

During the Red Ribbon Week, students assisted the staff in decorating the hallway and classroom walls with students' posters and students' Red Ribbon "Drug Free" inspired poems. Students were given "I have the power to be drug free" red ribbons in acknowledgment of Red Ribbon Week. In recognition of Breast Cancer Awareness Month, the Medlock Youth Village campus participated in Pink Friday honoring breast cancer survivors and those affected by the disease.

Aubrey Hooper, Campus Administrator

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):

Latest Campus Enrollment

Total Enrollment	43
SPED Total Students	1
ESL Total Students	15

Campus at a Glance

- SAU held their Annual Title I Parent Meeting Night. Parents were given valuable information about students' schedules and had the opportunity to meet the teachers. Parents also enjoyed a spaghetti dinner.
- Students participated in Bullying Week and Red Ribbon Week by creating artwork to represent each event.
- Students celebrated Hispanic Heritage. To celebrate this event, students created a board that highlighted the accomplishments made by people of Hispanic descent.
- SAU students had an attendance challenge to come to school 5 consecutive days and over 20 students mastered the challenge.
- SAU ended the month with a Fall Festival.
- 16 credits were recovered in Credit Recovery.

Instruction at a Glance

Math

The students learned the difference between functions and non-functions.

Social Studies

Students learned about how America became America as a result of Manifest Destiny. Once America was formed, America became a world power as a result of the American-Spanish War. After the war America was able to project power into the Pacific.

CATE

Students learned about the advantages and disadvantages of becoming an Entrepreneur. They also discovered Entrepreneurship characteristics and determined that many of them possess the same characteristics. They learned that in order to start and succeed as the owner of a business, one must have the "Competitive Advantage." You must have a product or service that is in the right location, have a selection of products, have a quality product or service, maintain the right price over your competitors, have excellent customer service, and deliver products or service to customers in a timely manner. Students learned about problem solving by completing business math word problems and writing a budget. Students wrote a summary of a newspaper article pertaining to the career that he or she would like to pursue. In addition, they were asked to deliver an oral report regarding their findings. Students were introduced to STEM (Science, Technology, Engineering, and Math) careers. Lastly, students completed their Odysseyware assignments consisting of business and technology coursework.

Christina Bradford, Assistant Campus Administrator

LETOT CAMPUS (005):

End of Month Campus Enrollment

Total Enrollment	16 shelter/11 RTC
SPED - Total Students	2 shelter/2RTC
ESL - Total Students	1 shelter/1 RTC

Instruction at a Glance

- Teachers held parent conferences in October and held a drawing for a gift card for one lucky parent from RTC and one from Shelter. Teachers were able to share information with parents and followed up with phone calls to parents who were not able to attend.
- Students completed reading a novel in ELA and continue to receive differentiated instruction in ELA, Math, Social Studies and Science to accommodate their individual current levels of performance.
- Inclusion support was increased by SpEd shared teacher M. Nordman who comes to Letot three days per week instead of two to accommodate one resource student for ELA and Math while Ms. Curtis continues to provide inclusion support daily.

Campus Life at a Glance

Shelter/RTC

- Students participated in several local and national acknowledgements throughout the month. A Hispanic Heritage Program was held with student performances and readings followed by a piñata making contest. Students created masterpieces that were displayed. Also this month, students signed a Unity Day pledge as part of a campaign to end bullying. A second program for Red Ribbon week was held with a speaker from the National Council on Drug and Alcohol Abuse. Students released red balloons and participated in spirit week. A pink out at the facility was for Breast Cancer Awareness Month. Students made posters and decorated the halls with clever expressions of understanding throughout the month. Domestic Abuse Awareness was also acknowledged.

Sheri Flinn, Assistant Campus Administrator

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of October 2016:			District Total Enrollment: 459		
District Average Attendance			441 (96.08%)		
District Special Education Student Population			144 (31.37%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	237	20	137	39	26
New Students	98	22	16	20	15
Withdrawals	120	11	26	19	19
Avg. Daily Attendance	236	13	133	32	27
Avg. Daily Enrollment	237	20	137	39	27
Attendance Average	99.58%	65.00%	97.08%	82.05%	100%

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	38	(16.31%)	05	(13.89%)	00	(0.0%)	07	(16.67%)	18	(78.26%)
Male	195	(83.69%)	31	(86.11%)	123	(100%)	35	(83.33%)	05	(21.74%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	1		0		0		0		0	
6	15		1		7		0		2	
7	21		5		9		5		1	
8	32		4		18		4		4	
9	118		19		59		16		5	
10	37		6		23		10		7	
11	8		1		5		6		4	
12	1		0		2		1		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	0		0		3		0		0	
12	6		0		2		0		0	
13	9		2		7		0		4	
14	29		3		16		5		4	
15	61		6		29		9		8	
16	86		11		38		12		5	
17	42		10		27		16		2	
18+	0		4		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	103	(44.21%)	12	(33.33%)	61	(49.59%)	2	(04.76%)	9	(39.13%)
Caucasian	24	(10.30%)	1	(02.78%)	12	(09.76%)	2	(04.76%)	3	(13.04%)
Hispanic	103	(44.21%)	23	(63.89%)	48	(39.03%)	37	(88.10%)	10	(43.48%)
Native American	2	(00.86%)	0	(00.00%)	1	(00.81%)	1	(02.38%)	1	(04.35%)
Other/Asian	1	(00.42%)	0	(00.00%)	1	(00.81%)	0	(00.00%)	0	(00.00%)

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



ACTION ITEM

VIII.



DISCUSSION 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: November 28, 2016
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence and Dallas County Juvenile Department, Institutional Services Statement of Agreement

Background of Issue:

Federal funds are provided to the State under Title I, Part D, Subpart 2, Neglected, Delinquent, and At-Risk Youth, of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind (NCLB) Act of 2001 (PL 107-110). These apportionments are made to local educational agencies (LEAs) to provide programs serving children and youth who are in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and to provide assistance to children and youth who are neglected or at-risk of dropping out of school.

The purpose of this brief is to request approval of the Statement of Agreement between the Academy for Academic Excellence and the Dallas County Juvenile Department, Institutional Services to coordinate and support the tenets of PL 107-110 Title I, Part D, Subpart 2 through educational programming (See EXHIBIT A). The agreement provides educational assurances for youth in residential facilities and ensures that Title I, Part D funds are being used according to federal guidelines. This agreement will be in effect for three (3) academic school years.

Impact on Operations and Maintenance:

There will be no impact on operations or maintenance.

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:

This agreement has been approved as to form by the Ms. Denika Caruthers, Administrative Legal Advisor, Juvenile Services.

Financial Impact/Considerations:

There will be no financial impact to Dallas County.

Project Schedule/Implementation:

The agreement is for three (3) academic school years beginning the 2016-2017 academic school year through 2018-2019 academic school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the Academy for Academic Excellence and Dallas County Juvenile Department, Institutional Services Statement of Agreement.

Recommended by:



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



**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

**EXHIBIT A
Statement of Agreement
Title I, Part D**

The Academy for Academic Excellence (AAE) and Dallas County Juvenile Department (DCJD) Facilities, a neglected/delinquent youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the neglected/delinquent facility.

The AAE will act as the fiscal agent and program monitor of the Title I program identified below.

The DCJD facility provides assurance and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more of the following ways:

- 1) For programs that serve children and youth returning to local schools from correctional facilities, in order to assist in the transition of such children and youth back to the regular school environment to help them remain in school and complete their education;
- 2) For dropout prevention programs which serve 1) at-risk children and youth, including pregnant and parenting teens, 2) children and youth who have come in contact with the juvenile justice system, 3) children and youth at least 1 year behind their expected grade level, 4) migrant youth, 5) immigrant youth, 6) students with limited English proficiency, and 7) gang members;
- 3) For the coordination of health and social services for such individuals if there is a possibility that the provision of such services, including drug and alcohol counseling, and mental health service, will improve the likelihood such individuals will complete their education;
- 4) For special programs to meet the unique academic needs of participating children and youth, including vocational and technical education, special education, career counseling, and curriculum-based youth entrepreneurship education.

The DCJD facility provides assurance and documentation, upon request, that the following services are being made available, when and where applicable, to neglected/delinquent residents at the facility:

- (1) Transition planning
- (2) Parental involvement
- (3) Coordination with federal, state, and local programs
- (4) Coordination with juvenile justice programs
- (5) Collaborate with probation officers
- (6) Individualized education programs
- (7) Alternative placements

The AAE shall evaluate the program and, where the number of students is sufficient, disaggregating data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants in order:

- 1) to maintain and improve educational achievement;
- 2) to accrue school credits that meet State requirements for grade promotion and secondary school graduation;
- 3) to make the transition to a regular program or other education programs operated by a local education agency;
- 4) to complete secondary school (or secondary school equivalency requirements); and
- 5) to participate in post-secondary education and job training programs, as appropriate.

The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.

Deputy Director of Institutional Services
Dallas County Juvenile Department

Deputy Director of Education Services
Academy for Academic Excellence

Date

Date

Dr. Terry Smith, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, President
Academy for Academic Excellence School Board Juvenile Services

Date

Date

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: November 28, 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 28th day of November 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, federal funds are provided to the State under Title I, Part D, Subpart 2, Neglected, Delinquent, and At-Risk Youth, of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind (NCLB) Act of 2001 (PL 107-110). These apportionments are made to local educational agencies (LEAs) to provide programs serving children and youth who are in locally operated correctional facilities or are attending community day programs for delinquent children and youth; and to provide assistance to children and youth who are neglected or at-risk of dropping out of school; and

WHEREAS, the purpose of this brief is to request approval of the Statement of Agreement between the Academy for Academic Excellence and the Dallas County Juvenile Department, Institutional Services to coordinate and support the tenets of PL 107-110 Title I, Part D, Subpart 2 through educational programming (See EXHIBIT A). The agreement provides educational assurances for youth in residential facilities and ensures that Title I, Part D funds are being used according to federal guidelines. This agreement will be in effect for three (3) academic school years; 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, this agreement has been approved as to form by the Ms. Denika Caruthers, Administrative Legal Advisor, Juvenile Services; and

WHEREAS, there will be no financial impact to Dallas County; and

WHEREAS, the agreement is for three (3) academic school years beginning the 2016-2017 academic school year through 2018-2019 academic school year; and

WHEREAS, it is recommended that the Academy for Academic Excellence School Board approve the Academy for Academic Excellence and Dallas County Juvenile Department, Institutional Services Statement of Agreement.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Academy for Academic Excellence and Dallas County Juvenile Department, Institutional Services Statement of Agreement.

DONE IN OPEN BOARD MEETING this 28th day of November, 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: November 28, 2016
To: Dallas County Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Contract with the Academy for Academic Excellence and Diagnostic Assessment Services

Background of Issue:

A Request for Proposal (RFP): Special Education Services No. 2016-068-6605 was approved by Commissioners Court on October 18, 2016, giving authorization to the Academy for Academic Excellence to seek supplemental and supportive specialized services from Diagnostic Assessment Services (DAS). The Academy for Academic Excellence (AAE) is requesting to contract with Diagnostic Assessment Services for the provision of supplemental and supportive services for special population students enrolled in the AAE.

The purpose of this brief is to request the approval of the Professional Services Contract with DAS for the 2016-2017 academic year.

Impact on Operations and Maintenance:

The area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring and ensuring compliance with state and federal laws. The DAS services include consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services such as counseling (LSSP) and audiological (CCC-A) services, as well as physical, (PT), occupational (OTR/L), and speech therapies (CCC-SLP). Services will be paid from IDEA-B (7506) funds.

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:

This information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor and Lenora Sevillian, Purchasing Manager, Dallas County Purchasing Department. The Certificate of Interested Parties Form 1295 and Title VI Assurances documents have been completed.

*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:

This information has been approved by Ms. Carmen Williams, Budget Service Manager. Invoices will be paid from IDEA-B (7506) funds in an amount not to exceed \$30,000.00.

Performance Impact Measures:

This Professional Services Contract is entered into for the purpose of providing special education instructional (e.g., speech, audiology), related (occupational, physical, counseling), and assessment services for the students enrolled in the Academy for Academic Excellence (AAE) Charter School.

Project Schedule/Implementation:

The term of this Professional Services Contract shall be beginning on the date of award through August 31, 2018, unless terminated earlier under any provision hereof, with an option to renew thereafter for up to three (3) additional one-year terms at the discretion of Dallas County and approval by Dallas County Commissioners Court. All renewals will be dependent on contractor performance, funding availability, and mutual agreement by all parties.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approves the contract between Diagnostic Assessment Services and the Academy for Academic Excellence Charter School.

Recommended by:



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

PROFESSIONAL SERVICES CONTRACT
FOR SPECIAL EDUCATION INSTRUCTIONAL, RELATED, AND/OR ASSESSMENT
SERVICES
TO THE DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE CHARTER
SCHOOL
BETWEEN
THE DALLAS COUNTY CHARTER SCHOOL BOARD
AND
DIAGNOSTIC ASSESSMENT SERVICES

1. PURPOSE:

This Professional Services Contract is entered into for the purpose of providing special education instructional (e.g., speech, audiology), related (occupational, physical, counseling), and assessment services for the students enrolled in the Dallas County Academy for Academic Excellence (AAE) Charter School ("DCJCS") between the Dallas County Juvenile Board ("DCJB") and the Diagnostic Assessment Services ("Contractor") at sites chosen by the Dallas County Juvenile Board.

The Texas Education Code ("TEC"), Chapter 12, Subchapter D, authorizes the State Board of Education ("SBOE") to grant charters for open enrollment charter schools to eligible entities. The DCJB is an eligible entity within the meaning of the statute and was granted a charter by the SBOE. The charter authorizes the DCJB to operate the DCJCS at all residential facilities, and the nonresidential programs at the Substance Abuse Unit ("Day Treatment Program") and the Day Reporting Center/Transition Campus. The Juvenile Department will serve as the designated County agency to oversee and manage operations on behalf of the County and DCJB.

2. TERM:

The term of this Professional Services Contract shall be beginning on the date of award through August 31, 2018, unless terminated earlier under any provision hereof, with an option to renew thereafter for up to three (3) additional one-year terms at the discretion of Dallas County and approval by Dallas County Commissioners Court. All renewals will be dependent on contractor performance, funding availability, and mutual agreement by all parties.

3. RELATIONSHIP OF PARTIES:

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

4. ENTIRE CONTRACT:

This Contract, including all Exhibits and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether

oral or written. This contract incorporates RFP No. 2016-068-6605 by reference and original proposal submitted by Contractor in response to RFP No. 2016-068-6605. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

5. ORDER OF PRECEDENCE:

In the event of any inconsistency between the provisions of this Contract and any verbal assertions, it is agreed by all parties that the provisions of this Contract shall take precedence.

6. SCOPE OF WORK:

A. Contractor agrees to provide special education consultation and assessment services for students, ages ten (10) years and up to the Students, enrolled in the DCJJCS. Such consultation and assessment services shall include, but is not limited to the following:

1. Instructional Services

Certified personnel delivering instructional services such as speech and audiology will participate in all Admission, Review, and Dismissal (ARD) committee meetings, provide services within the designated area of the disability for identified students, complete comprehensive assessments as referred by DCJJCS staff, consult with education teachers and staff concerning students receiving services, and remain abreast of the changes within their respective fields, as well as best practices currently taking place in the state.

2. Assessment Services

A comprehensive monolingual or bilingual assessment will be completed within legal guidelines identifying the needs of each individual referred for evaluation in one or more of the following areas: speech and language processing; cognitive/intellectual; emotional; adaptive behavior; math; motor; written language; behavior; social skills; and reading.

3. Related Services

Related Services Personnel will provide any required and requested related services to identified students. These individuals will conduct initial or reevaluation assessments as needed, provide formal assessments for each referred student when appropriate, and submit required documentation to the ARD committee. Related services personnel include, but are not limited to occupational therapist, physical therapist, adaptive physical education staff, as well as counseling staff.

4. Program Management

- A. DAS will support and consult with the special education director over legal, instructional, and related services implementation.
- B. The Contractor agrees to provide direct, instructional, and consultative services as well as technical expertise in his/her specific area of education and certification in accordance with Federal and State guidelines. Consultative services include, but not limited to, collaboration with teachers and other education staff as well as development of strategies to assist in the education process. The Contractor also agrees to participate in Admission, Review, and Dismissal committee meetings, conduct appropriate assessments as well as provide evaluation reports, develop and update Individual Education Plans, and provide any other needed services not specified.

- C. In the event that additional Facilities and/or Programs are developed by the Juvenile Department during the term of this Contract, the Contractor agrees to provide the same or similar services at the request of the Dallas County Juvenile Board. Services at additional sites will be provided utilizing the existing terms and rate agreed to in this Contract. All parties agree to negotiate an amendment to the terms and rate of the Contract based on the following:
1. If the scope of the services requested are significantly different from the services specified within this Contract; and/or
 2. If the implementation of the new Program/Facility would require significantly more resources and/or funding than provided for in this Contract.

7. OBJECTIVES:

CONTRACTOR agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance. The specific objectives of the consultation and services are to produce the following outcomes:

- a. Provide written documentation and observable data to demonstrate proof of service.
- b. To assist educational staff in offering appropriate educational services for the student.
- c. Other duties within the scope of licensure and/or certification.

8. BINDING EFFECT:

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Contract only during, and in respect of their successive periods as County during the term of this Contract.

9. SEVERABILITY:

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

10. DEFAULT/WAIVER/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Contractor has a duty to mitigate damages.

11. RIGHTS AND REMEDIES CUMULATIVE:

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12. BINDING CONTRACT / PARTIES BOUND:

Contractor warrants and certifies that Contractor has full authority to execute this Contract.

13. HEADINGS:

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

14. NUMBER AND GENDER:

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

15. COUNTERPARTS:

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. AMENDMENTS:

This Contract may be amended during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto. No amendment to this agreement shall become effective and County bound by such amendment until approved by formal order of the Dallas County Juvenile Department.

17. FUNDING AND FEES FOR SERVICES:

County agrees to compensate Contractor for approved budget expenses incurred, subject to the following limitations:

- A. The maximum total not-to-exceed amount to be paid under this Contract will be Thirty thousand dollars and no 00/1 00 (\$30,000.00). Contractor will be paid based on the number of hours and part thereof (measured in tenths of an hour) times the hourly rate, which is negotiable between Contractor and County. Basis for the negotiations will be the Contractor's levels of expertise and experiences, as well as number of years in specific job related duties. The hourly rate will not exceed ninety dollars and no cents (\$90.00) for any contracted service, with the exceptions of occupational therapists (OT) and physical therapists (PT). The rates for these two subcontracted specialties, while rarely needed by our charter, are not to exceed \$110 per half hour for OT's and not to exceed \$135 per hour for PT's.
- B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract as set forth in part clause 17 part A above.
- C. County will make payment to Contractor upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.
- D. CONTRACTOR shall submit to the County a Billing Statement of Services ("Statement") provided for the preceding month in a format that is acceptable to the County. This Statement shall be submitted no later than the tenth (10th) business day after the end of each month. Contractor agrees to submit complete, fully documented and accurate billings, which will include dates of service and respective time (in hours) charged per date, visit, and travel away from place of residence to deliver services to include destination and inclusive dates of travel.
- E. CONTRACTOR shall certify and swear that each Statement is true, correct, owed and unpaid. The County shall be responsible for reviewing Statements and processing them for payment. However, County's review shall not relieve CONTRACTOR of its obligation correctly submit any

and all Statements and related information. All parties agree to process all correctly submitted and accurate Statements so that CONTRACTOR receives payment within thirty (30) days of receipt. Included with this invoice will be a statement indicating Minority/Women Business ("M/WBE") compliance by CONTRACTOR and dollar amount.

- F. Any dispute between the parties regarding County's payments to Contractor for services rendered under this Contract will be resolved by the County Auditor. In the event that the Contractor is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the Juvenile Board, whose decision shall be final.
- G. CONTRACTOR understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by County for implementation and operation of the DCJCS from the TEA. The parties agree that in the event sufficient funds are not available from the TEA to meet the obligations set forth herein, this Contract will terminate at the sole discretion of County. If this Contract terminates for lack of funds, CONTRACTOR shall be entitled to payment for services provided prior to the date of termination. Temporary interruptions in funding and County requested suspensions of services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.

18. REPORTING:

As applicable and mutually agreed upon at any time, County and Contractor can choose to communicate all reporting requirements by compatible electronic means.

Monthly Reports: Contractor will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:

1. the number and type of assessments conducted during the previous month
2. the number and type of ARDs participated in during the previous month
3. the number of students serviced;
4. an up-to-date staff roster with positions, titles, and licensure/certifications;
5. date, duration, and frequency of sessions conducted by type (e.g., direct and/or consult) and provider's name and discipline; and

19. REPORTING AND ACCOUNTABILITY:

- A. **REPORTING:** Contractor agrees to submit all required documentation on a timely basis. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.
- B. **ACCESS TO AND RETENTION OF RECORDS:** Contractor agrees the County, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, digital files, or other records of Contractor that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right *also* includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Contractor's failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by County. All client records are the property of the County. County retains the right to have access to the Contractor's records or obtain copies for audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform to the confidentiality provisions contained in FERPA, as well as, this

Contract. Original documents and records generated during the scope of employment shall be transferred to the DCJCS after the termination of the contract period. If any litigation, claim, or audit involving these records begins before the mandated retention period, which is seven (7) years after the age of majority or the student's exit from special education, expires, the Contractor shall be called in to verify records and services rendered.

- C. **INDEMNITY AND BONDING:** Contractor assures that it is an independent CONTRACTOR and not an agent, servant, or employee of County. Contractor agrees that it will protect, defend, indemnify, and save whole harmless County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this Contract.

CONTRACTOR FURTHER AGREES TO THE EXTENT ALLOWED BY TEXAS LAW TO PROTECT, INDEMNIFY AND HOLD COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY LOSSES, COSTS, DAMAGES, JUDGMENTS OR EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS CONTRACT OR ANY FAILURE OF CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREOF.

Approval and acceptance of Contractor's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, subcontractors, agents and Contractors for the accuracy and competency of their work; 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 work prepared by the Contractor, its employees, subcontractors, agents or Contractors. In this regard, the Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions. It is also the Contractor's full responsibility to provide correct documentation of work provided within five (5) days after awareness of knowledge of defects, errors, or omissions.

20. SUBCONTRACTING:

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

requirements herein. Contractor agrees that it will be responsible to County for the performance of any subcontractor. Also, Contractor shall pay all subcontractors in a timely manner.

- C. Any subcontractors identified are also subject to the guidelines herein.

21. FACILITIES:

- A. Facility Locations: The DCJCS and JJAEP will be operated in the following sites which are owned, operated, and/or maintained by the County:
1. Juvenile Detention Center, 2600 Lone Star Drive, Dallas, Texas 75212;
 2. Marzelle C. Hill Transition Center, 2600 Lone Star Drive, Dallas, Texas 75212;
 3. Letot Center, 10505 Denton Drive, Dallas, Texas 75220;
 4. START program, 2600 Lone Star Drive, Dallas, Texas 75212;
 5. Residential Drug Treatment Unit, 2600 Lone Star Drive, Dallas, Texas 75212
 6. Substance Abuse Unit, 414 S. R. L. Thornton Freeway, Dallas, Texas 75203;
 7. Lyle B. Medlock Center, 1508-A Langdon Road, Dallas, Texas 75241;
 8. Youth Village, 1508-A Langdon Road, Dallas, Texas 75241;
 9. Day Reporting Center, 1673 Terre Colony, Dallas, Texas 75212
- B. The cost for providing space within the Program Facilities, including utilities and maintenance, is provided for by the County. The County will allow for the use of the Facilities listed in Paragraph A of this Section at no additional charge to the Contractor.
- C. Due to the limited office space that is available within the institutions and Facilities of the Program, there is limited administrative office space available for Contractor use. If the Contractor determines that a need for additional off-site administrative office space exists, all expenses incurred in the procurement and use of such administrative office space will be the responsibility of the Contractor as part of the quoted rate provided for in Section 9 of this Contract.
- D. All use of any real property, Facility, buildings or personal property owned by County shall be in accordance with all County policies, as amended.

22. EQUIPMENT AND DURABLE GOODS:

- A. Contractor shall provide, at no additional cost to the County, all materials, equipment and durable goods necessary to fulfill the obligations of this Contract, including but not limited to: computers, printers, office supplies, testing supplies, training supplies, and educational software. As this is a professional services contract, the Contractor will not receive reimbursement for the cost of materials, equipment and durable goods other than the quoted rate as noted in Section 9 of this contract, unless expressly provided for in this Contract. Contractor shall maintain, at its sole cost and expense, replacement cost insurance on all personal property in an amount to fully compensate Contractor in the event of any casualty or theft.
- B. All equipment for which the Contractor is reimbursed, directly or through the quoted rate as noted in Section 8 of this contract will be the sole property of the DCJCS and the DCJB. At the time of the expiration of this Contract, all property so reimbursed will remain in the possession of the County.
- C. As a result of legislative changes, all property purchased with funding from the TEA after September 1, 2001, is the property of the DCJCS and the DCJB.

23. COOPERATION:

- A. Contractor shall cooperate with the County in the on-going operation of the DCJCS. This

- cooperation shall include, but not be limited to: maintaining contact and promptly furnishing requested and required information to County staff assigned to the DCJCS; and granting access to student records and documentation, as needed by the County.
- B. Contractor shall cooperate with all reasonable requests from representatives of the Education Services Unit. Such requests may include, but not be limited to, additional data or statistical analysis, or follow-up related to transitional services.
 - C. Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to vacate all Facilities in a cooperative manner and provide anything requested from the County, including, but not limited to the following, upon date of termination and/or expiration.

24. HEALTH AND SAFETY STANDARDS:

Contractor will comply with all applicable city, county, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County.

25. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA):

- A. No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity offered by Contractor in operating the Program pursuant to the requirements of this Contract.
- B. Contractor shall comply with all State and federal requirements relating to the IDEA. Contractor will be responsible for participating in the admissions, review, and dismissal committees for the DCJCS to determine the instructional and related services to be provided at the Program by the Contractor.

26. REALLOCATION OF FUNDS:

Contractor recognizes that the DCJD may reallocate all or part of the funds under this Contract due to non-achievement of professional services, or other just cause during the Contract period. The County allocation/reallocation policy will be utilized in determining an alternate Contractor. Contractor shall immediately notify the person designated by the Dallas County Juvenile Department, of any problems, delays, or adverse conditions which will affect the ability of the Contractor to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Contractor to resolve such problems, delays, or adverse conditions.

27. ASSURANCES:

- A. Contractor assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.
- B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.

- C. Contractor assures it will not transfer or assign its interest in this Contract without written consent of County.
- D. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.
- E. Contractor assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.
- F. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are 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) that may apply.
- G. Contractor will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- H. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in disallowance of funds and withholding of future awards.
- I. The person(s) signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.
- J. Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(I) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform labor or services.
- K. Contractor understands that reimbursement for costs under this Contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.
- L. Contractor agrees to adhere to confidentiality requirements and further agrees that Contractor will not engage in activities that advocate or promote the violation of state or federal laws.
- M. Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not

delinquent in any child support obligations and therefore eligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

28. PUBLICATION RIGHTS:

The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased. County reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and local purposes, and to authorize others to do so.

29. TERMINATION:

- A. The County may terminate this Contract without cause by providing thirty (30) days written notice of intention to terminate to all other parties. In the event of an early termination of this Contract or default by Contractor, Contractor shall forfeit any and all compensation for any services provided prior to the termination date which may be due or outstanding for payment as of the date of notice, or termination and/or default is given. Moreover, Contractor will be required to immediately return any funds advanced for services not yet provided.
- B. The County may immediately terminate this Contract for cause, without notice, based upon the following:
 - 1. Failure of Contractor to provide a safe educational environment for students and staff, at the sole discretion of the County;
 - 2. Failure of Contractor to maintain effective insurance policies required by this Contract;
 - 3. Substantiated physical or sexual abuse of program students by employees, agents or subcontractors of Contractor that goes unreported and/or is not addressed appropriately after Contractor becomes aware of the allegations; or
 - 4. Failure of Contractor to provide an effective program as determined by the County.

30. SUSPENSION:

- A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Contractor will stop all work and cease to incur costs during the term of the suspension.
- B. The Contractor will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article 13 (Amendments).
- C. If Contractor is delayed by the County due to a suspension of work, or otherwise, the Contractor's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

31. NOTICE:

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

County / DCJB
Dr. Terry S. Smith, Director
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: terry.smith@dallascounty.org

Contractor
Dr. Natalie Davenport
Diagnostic Assessment Service
4100 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 469-621-2728
Email: ndavenport@spedservices.com

32. ACCEPTANCES:

As indicated by signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

33. CHOICE OF LAW AND VENUE:

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this Contract shall be in Dallas County, Texas. By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

EXECUTED in Quadruplicate this the ___ day of _____, 2016.

DALLAS COUNTY:

CONTRACTOR:

BY: Clay Jenkins
Dallas County Judge

BY: Natalie Davenport Ph.D.,
President and C.E.O
Diagnostic Assessment Services

RECOMMENDED:

CHARTER SCHOOL BOARD:

BY: Judge Cheryl L. Shannon, President
Charter School Board

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

APPROVED AS TO FORM:

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

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: Michelle DeLaGarra AAE

Michelle DeLaGarra
Signature, Authorized Representative of Contractor

11-2-16
Date

Chief Clinical Officer
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.
Diagnostic Assessment Services, Inc.
Dallas, TX United States

Certificate Number:
2016-131948

Date Filed:
11/02/2016

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:

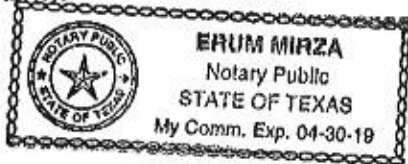
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP No. 2016-068-6605
Special Education Support Services and Student Assessment for the Academy for Academic Excellence

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



Michelle De la Garza
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michelle De la Garza, this the 3rd day of November 2016, to certify which, witness my hand and seal of office.

Erum Mirza
Signature of officer administering oath

Erum Mirza
Printed name of officer administering oath

Relationship Manager
Title of officer administering oath

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: November 28, 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 28th day of November 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, a Request for Proposal (RFP): Special Education Services No. 2016-068-6605 was approved by Commissioners Court on October 18, 2016, giving authorization to the Academy for Academic Excellence to seek supplemental and supportive specialized services from Diagnostic Assessment Services (DAS). The Academy for Academic Excellence (AAE) is requesting to contract with Diagnostic Assessment Services for the provision of supplemental and supportive services for special population students enrolled in the AAE.

The purpose of this brief is to request the approval of the Professional Services Contract with DAS for the 2016-2017 academic year; and

WHEREAS, the area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring and ensuring compliance with state and federal laws. The DAS services include consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services such as counseling (LSSP) and audiological (CCC-A) services, as well as physical, (PT), occupational (OTR/L), and speech therapies (CCC-SLP). Services will be paid from IDEA-B (7506) funds; 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, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor and Lenora Sevillian, Purchasing Manager, Dallas County Purchasing Department. The Certificate of Interested Parties Form 1295 and Title VI Assurances documents have been completed; and

- WHEREAS,** this information has been approved by Ms. Carmen Williams, Budget Service Manager. Invoices will be paid from IDEA-B (7506) funds in an amount not to exceed \$30,000.00; and
- WHEREAS,** this Professional Services Contract is entered into for the purpose of providing special education instructional (e.g., speech, audiology), related (occupational, physical, counseling), and assessment services for the students enrolled in the Academy for Academic Excellence (AAE) Charter School; and
- WHEREAS,** it is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Contract between Diagnostic Assessment Services and the Academy for Academic Excellence Charter School.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the contract between Diagnostic Assessment Services and the Academy for Academic Excellence Charter School.

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



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

MEMORANDUM

Date: November 28, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Re: Renewal of Annual School Board Liability Insurance with the Academy for Academic Excellence

Background of Issue:

The purpose of this brief is to obtain authorization to purchase school board liability insurance in the amount of \$14,948 to be paid from state-aid (7500). This is an increase of \$1,949 from the previous year. The increase was explained as market losses and the increase in budget of 14% over the prior year.

In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of Education Services from the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On October 28, 2016, Dallas County received a quote for \$14,948 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

Quote Option	Limit of Liability Each Claim/Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000/\$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$14,948	\$0	\$14,948

Impact on Operations and Maintenance:

The current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence.

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:

This information has been reviewed and approved by Mr. Urmit Graham, Dallas County Risk Management.

Financial Impact / Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The policy period is January 1, 2017 through January 1, 2018.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced in the amount of \$14,948 to be paid from state-aid (7500).

Recommended By:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: November 28, 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 28th day of November 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 purpose of this brief is to obtain authorization to purchase school board liability insurance in the amount of \$14,948 to be paid from state-aid (7500). This is an increase of \$1,949 from the previous year. The increase was explained as market losses and the increase in budget of 14% over the prior year; and

WHEREAS, in July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of Education Services from the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members; and

WHEREAS, on October 28, 2016, Dallas County received a quote for \$14,948 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage; and

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

Quote Option	Limit of Liability Each Claim/Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution on Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000/\$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$14,948	\$0	\$14,948

WHEREAS, the current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence; 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, this information has been reviewed and approved by Mr. Urmit Graham, Dallas County Risk Management.

WHEREAS, this information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and

WHEREAS, the policy period is January 1, 2017 through January 1, 2018; ad

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced in the amount of \$14,948 to be paid from state-aid (7500).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the request for the renewal of the annual school board liability coverage as invoiced.

DONE IN OPEN BOARD MEETING this 28th day of November, 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

U.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Improvement Plans for the Academy for Academic Excellence

Background of Issue:

The Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research.

The Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. The district and campuses must complete a comprehensive plan to reform/support their instructional program. First, districts and schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CNA, districts/campuses then create Improvement Plans. Improvement Plans serve as the blueprint for how the district will actually address the needs identified in the Comprehensive Needs Assessment (CNA). An effective Improvement Plan can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability.

Impact on Operations and Maintenance:

The implementations of the strategies indicated in the Improvement Plans are crucial to the District's accountability. Specific items to be noted in the Improvement Plans are:

- Identify the use of funds.
- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
- Identify District initiatives.

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.

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

Legal Information:

This information is a Title I mandate.

Financial Impact/Considerations:

There is no financial impact.

Performance Impact Measures:

Improvement Plans support overall student achievement.

Project Schedule/Implementation:

Implementation is for the 2016-2017 school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Charter School Board approve the Improvement Plans for the Academy for Academic Excellence.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: November 28, 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 28th day of November 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 Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research; and

WHEREAS, the Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. The district and campuses must complete a comprehensive plan to reform/support their instructional program. First, districts and schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CNA, districts/campuses then create Improvement Plans. Improvement Plans serve as the blueprint for how the district will actually address the needs identified in the Comprehensive Needs Assessment (CNA). An effective Improvement Plan can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability; and

- WHEREAS,** the implementations of the strategies indicated in the Improvement Plans are crucial to the District's accountability. Specific items to be noted in the Improvement Plans are:
- Identify the use of funds.
 - Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
 - Identify District initiatives; 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,** this information is a Title I mandate; and
- WHEREAS,** there is no financial impact; and
- WHEREAS,** the Improvement Plans support overall student achievement; and
- WHEREAS,** the implementation is for the 2016-2017 school year; and
- WHEREAS,** it is recommended that the Academy for Academic Excellence School Charter School Board approve the Improvement Plans for the Academy for Academic Excellence.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Improvement Plans for the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 28th day of November, 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

V.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: November 28, 2016
To: Dallas County Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Memorandum of Understanding with Dallas Chamber Symphony and Academy of Academic Excellence

Background of Issue:

The Dallas Chamber Symphony (DCS) aims to engage Dallas County's youth through the project, "A Twist on Risk: Maturing through Music." DCS seeks to engage "at-risk" youth struggling with maintaining appropriate behaviors and/or lack of opportunity. DCS was recently awarded funding through the Texas Commission on the Arts. With this funding DCS is able to offer a series of live performances, which consist of multiple genres of music, this program offers concerts that will focus on enriching experiences to combat recidivism and encourage character development, which includes key concepts, such as emotions/self-expression, impulse control/personal management, collaborative/conflict resolution skills, and stress management. "A Twist on Risk" aims to empower youth through engagement with live musicians addressing life challenges and the skills needed to successfully navigate school, work and relationships. This will be a first-time collaboration between the Dallas County Juvenile Department and Dallas Chamber Symphony.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding.

Impact on Operations and Maintenance:

The Dallas Chamber Symphony (DCS), in conjunction with the Academy for Academic Excellence (AAE) will offer a series of three onsite concerts and one offsite concert tailored to complement existing programming. The first three concerts will occur at the Dallas County Youth Village during school hours from 1:45pm to 2:45pm on a weekday. The fourth concert will occur at an offsite location in Dallas, such as the Dallas City Performance Hall.

Service delivery will be coordinated by the Academy for Academic Excellence (AAE) staff. The Academy for Academic Excellence will also coordinate data collection and documenting concerts on behalf of Dallas Chamber Symphony. The Academy for Academic Excellence will work collaboratively with Grant Services to administer/monitor the Memorandum of Understanding, review the program and evaluate its effectiveness.

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.

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

214-698-2200 Office

214-698-5508 Fax

Legal Information:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. The agreement requires the signature of the President of the Charter School Board.

Financial Impact/Considerations:

State and local grants, through the Texas Commission on the Arts and the Dallas Arts District, allow Dallas Chamber Symphony to offer musical programming through the project "A Twist on Risk." There is no cost associated with the services provided; thus, there is no financial impact on the department.

Performance Impact Measures:

The Academy for Academic Excellence will assist the Dallas Chamber Symphony with blind data collection.

Project Schedule/Implementation:

The term of the agreement shall be from January 1, 2017 to December 31, 2017.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Memorandum of Understanding with the Dallas Chamber Symphony. It is further requested that the Charter School Board authorize the President to execute related documents on behalf of the Charter School Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from January 1, 2017 to December 31, 2017, is entered by and between Dallas Chamber Symphony (DCS) and Dallas County Juvenile Department (DCJD) along with the Academy for Academic Excellence 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), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), Attachment C, Certificate of Interested Parties 1295.

ORDER OF PRECEDENCE

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

SCOPE OF WORK

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specification (Exhibit A).

ASSURANCES

1. DCS understands that under no circumstances should individuals working on behalf of DCS under this MOU (included 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 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. DCS understands that the names of individuals working on behalf of DCS, 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. DCS understands that individuals involved in the "Twist" program on behalf of Dallas Chamber Symphony must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. DCS understands that individuals working on behalf of DCS, 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.

5. DCS understands that individuals working on behalf of DCS, under the 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.
6. DCS will supply all materials, equipment and durable goods necessary to the program.
7. The Term of this Agreement shall be from January 1, 2017 to December 31, 2017.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

CERTIFICATE OF INTERESTED PARTIES 1295

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

INSURANCE

It is Dallas Chamber Symphony's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. Dallas Chamber Symphony should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

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

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

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

BY: _____
Judge Cheryl L. Shannon, President
Charter School Board

APPROVED AS TO FORM*:

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

CONTRACTOR'S NAME:



BY: _____
Richard McKay, Artistic Director
Dallas Chamber Symphony

ATTACHMENT A

Contract Specifications

A Twist on Risk Program—Dallas Chamber Symphony

I. **COST:** \$0

II. PROGRAM SCHEDULE:

- A. Service Week: The DCS Twist on Risk Program will consist of three trio concerts during weekdays and one off-campus concert, which is TBD.
- B. Service Hours: Each performance will be a 60 minute session.
- C. Service Delivery Location: Concerts will occur at Youth Village, during Academy of Academic Excellence school programming. The fourth concert will occur off campus, for JJAEP students and select Youth Village students, at the Dallas City Performance Hall in Downtown Dallas.

III. PROGRAM COMPONENTS

- A. Trio Concerts will be tailored to complement existing programming at Youth Village and will focus on enriching experiences to encourage character development.

Frequency: Weekly—four concerts between January and March 2017
- B. The fourth concert will offer a traditional concert experience for the youth.
- C. The Dallas County Juvenile Department and the Academy for Academic Excellence will assist with data collection and documenting the event. DCJD will also provide a whiteboard/paper and an amplification system, as needed.

IV. PROGRAM MECHANICS

- A. **Length of stay:** N/A
 - B. **Holiday Schedule:** N/A
 - C. **Summer Schedule:** NA
 - D. **Transportation:** Provided by participant's family.
 - E. **Meals/Snacks:** N/A
- V. **DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**
- A. Robin Korevaar: Ms. Korevaar is the Development Director for DCS and is a main contact for this program.
 - B. Richard McKay: Mr. McKay is the Artistic Director for DCS and will be involved in organizing the program.
 - C. Michelle Mieches: Ms. Mieches has successfully coordinated the Dallas Symphony Orchestra's "Yes!" outreach program.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

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

Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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:

Robin Rae Korevaar

Robin Rae K

Signature, Authorized Representative of Contractor

11-3-16

Date

Development 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

Certificate Number:
2016-132454

Date Filed:
11/03/2016

Date Acknowledged:

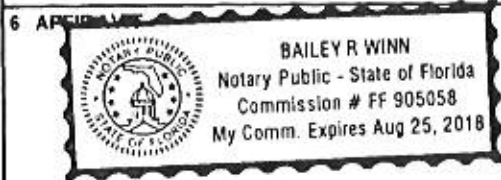
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dallas Chamber Symphony
Dallas, TX United States

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-20
A Twist on Risk Concert Programming

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.



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

Robin Korevasc
Signature of authorized agent of contracting business entity
Development Director

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robin Korevasc, this the 3rd day of November, 2016, to certify which, witness my hand and seal of office.

Bailey R Winn
Signature of officer administering oath
Bailey R Winn
Printed name of officer administering oath
Notary Public
Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX
DATE: November 28, 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 28th day of November, 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 Chamber Symphony (DCS) aims to engage Dallas County's youth through the project, "A Twist on Risk: Maturing through Music." DCS seeks to engage "at-risk" youth struggling with maintaining appropriate behaviors and/or lack of opportunity. DCS was recently awarded funding through the Texas Commission on the Arts. With this funding DCS is able to offer a series of live performances, which consist of multiple genres of music, this program offers concerts that will focus on enriching experiences to combat recidivism and encourage character development, which includes key concepts, such as emotions/self-expression, impulse control/personal management, collaborative/conflict resolution skills, and stress management. "A Twist on Risk" aims to empower youth through engagement with live musicians addressing life challenges and the skills needed to successfully navigate school, work and relationships. This will be a first-time collaboration between the Dallas County Juvenile Department and Dallas Chamber Symphony; and

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

WHEREAS, the Dallas Chamber Symphony (DCS), in conjunction with the Academy for Academic Excellence (AAE) will offer a series of three onsite concerts and one offsite concert tailored to complement existing programming. The first three concerts will occur at the Dallas County Youth Village during school hours from 1:45pm to 2:45pm on a weekday. The fourth concert will occur at an offsite location in Dallas, such as the Dallas City Performance Hall. Service delivery will be coordinated by the Academy for Academic Excellence (AAE) staff. The Academy for Academic Excellence will also coordinate data collection and documenting concerts on behalf of Dallas Chamber Symphony. The Academy for Academic Excellence will work collaboratively with Grant Services to administer/monitor the Memorandum of Understanding, review the program and evaluate its effectiveness; 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, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. The agreement requires the signature of the President of the Charter School Board; and

WHEREAS, state and local grants, through the Texas Commission on the Arts and the Dallas Arts District, allow Dallas Chamber Symphony to offer musical programming by the project "A Twist on Risk." There is no cost associated with the services provided; thus, there is no financial impact on the department; and

WHEREAS, the Academy for Academic Excellence will assist Dallas Chamber Symphony with blind data collection; and

WHEREAS, the term of the agreement shall be from January 1, 2017 to December 31, 2017.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the Memorandum of Understanding with the Dallas Chamber Symphony, and authorize the President to execute related documents on behalf of the Charter School Board.

DONE IN OPEN BOARD MEETING this 28th day of November, 2016.

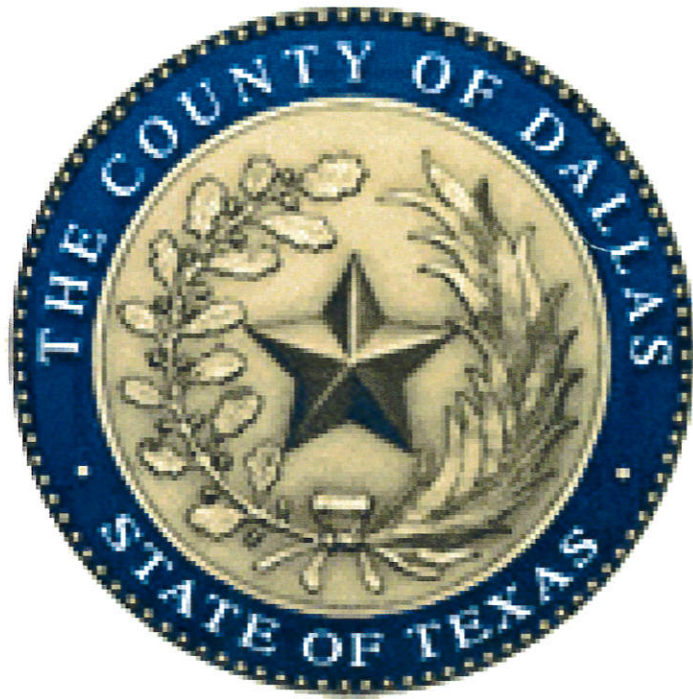
The foregoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Academy of Academic Excellence Charter School Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, President
AAE Charter School Board



**EXECUTIVE
SESSION
IX**