



DALLAS COUNTY JUVENILE BOARD

Agenda

Thursday, August 31, 2017 ~ 5:00 p.m.

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

FILED

2017 AUG 28 PM 4:17

REVISED

COUNTY CLERK
DALLAS COUNTY

I. Call to Order

II. Tour of Facility

Dr. Jerome McNeil Juvenile Detention Center
Marzelle Hill Transition Center

III. Approval of Minutes

Approval of Minutes July 24, 2017

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

V. Discussion Items - Juvenile Department

- A. Director's Report
- B. JJAEP Update

VI. Action Items - Juvenile Department

- C. Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Jr. Juvenile Detention Center, 2600 Lone Star Dr., Dallas TX
- D. 2017 Annual Review of the Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs
- E. Certification of the Marzelle Hill Transition Center
- F. 2017 Annual Review of the Marzelle C. Hill Transition Center Policies & Procedures
- G. Implementation of House Bill 1204
- H. Interlocal Agreement Contract with University of Texas Southwestern Medical Center (UTSW) for Psychological Services
- I. Contract Renewal with Kaufman County Juvenile Department for Pre-Adjudication beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
- J. Contract with Dallas Metrocare Services for In-Home Therapeutic Services
- K. Juvenile Processing Offices –University of Texas Southwestern Medical Center Police Department, Glenn Heights Police Department, University Park Police Department
- L. Ratification of Approval of University of Oklahoma Health Sciences Center Agreement for Training and Technical Assistance with OJJDP Youth with Sexual Behavior Problems Grant
- M. Establishment of First Offender Program by Coppell Police Department
- N. Drug Court Contract with Judge George Ashford III for FY2018
- O. Approval of Renewal and Amendment of the Licensing Agreement between Handle with Care Behavior Management System Inc. and Dallas County Juvenile Department
- P. Revised Youth Services Advisory Board Guidelines
- Q. TJJD State Financial Assistance Contract 2018-2019 Biennium

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

- R. AAE School Update

VIII. Action Items – AAE Charter School

- S. Academy for Academic Excellence Internet Service with ERate Discount
 - AT&T Contract
 - Sovereign Contract

IX. Executive Session - Juvenile Department

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

Contracts :

Litigation :

Personnel :

Security :

Notes:

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

Commissioner John Wiley Price, Road & Bridge, District #3
Vice-Chairman, Dallas County Juvenile Board



TOUR OF FACILITY II.



APPROVAL OF MINUTES

III

MINUTES OF MEETING DATE: July 24, 2017

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:02 p.m.

PLACE: Letot Residential Treatment Center
Multipurpose Room
10503 Denton Drive
Dallas, Texas 75220

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

MEMBERS ABSENT: Judge Clay Jenkins

I. Call to Order

The Dallas County Juvenile Board meeting was held at the Letot Residential Treatment Center, in the Multi-purpose Room. At 5:02 p.m. Judge Cheryl Lee Shannon, Chairman, stated that a quorum was established and called the meeting to order. Her first order of business was to instruct the Board members they would take a tour of the facility.

➤ At 5:14 pm, Judge Amber Givens-Davis arrived.

II. Tour of Facility

The Board left to tour the facility at 5:02 pm and returned at 5:14 pm.

III. Approval of Minutes

Judge Shannon stated that she would be abstaining from voting on the minutes due to her absence during that meeting, and relinquished the Chair. Vice-Chair, Commissioner John Wiley Price asked for a vote to approve the June 26, 2017, Juvenile Board meeting minutes.

Judge Andrea Martin moved to approve the June 26, 2017, meeting minutes, Judge Craig Smith seconded, and Judge Shannon abstained from voting due to her absence. Motion passed.

➤ Commissioner Price relinquished the Chair.

IV. Public Comment (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. Director's Report

Mr. Bill Edwards, Assistant Executive Director of the Juvenile Department, began by recognizing Melissa Vega-Bailey, Probation officer in District 3, as the Employee of the month for June. He also recognized

Mr. Reginald Rivers, Probation Officer in Intake Screening, for twenty years of service. Mr. Edwards continued by stating the Evening Reporting Center (ERC), a Detention alternative program that works with our technical violators in an attempt to refocus the youth so they do not re-offend and return to detention, celebrated 3 years of operation. He mentioned Probation Officer Mr. Marco Burks, who oversees the daily operation of the ERC, received the Cynthia Lynn Eubanks Award for his Professional Excellence in Community Justice during the 18th Annual Dallas County Coalition of Community Justice Agencies luncheon held on July 19, 2017. Mr. Edwards mentioned that 232 youth have performed more than 1400 hours of Community service thus far during the summer months. He stated that since school has been out, staff is doing more enrichment programs with the youth. Mr. Edwards mentioned the numbers have increased during the summer months in all Institutions, but the majority is in detention. He recognized the retirements of Vonda Causey, Culinary Supervisor, after sixteen years of service and Bill Hayes, JSO Swing Shift Supervisor, after eighteen years of service; both worked at Medlock.

- Judge Shannon acknowledged the arrival of Judge Paula Miller and Judge Andrea Plumlee at 5:17 pm.
- Commissioner Price asked in terms of staff ratios whether it's Marzelle C. Hill or any of the rest of them are we all at the standard in regards to staffing needs. Mr. Edwards responded by saying in terms of caseload sizes there is really not a standard, there is suggested numbers depending on the type of the individual child that is on Probation, Specialty unit, Deferred Prosecution, FFT. He mentioned that Dr. Smith had covered the standard of the 1 to 100. Commissioner Price stated he was not concerned about that but wanted to know about the rest of the standards. Mr. Edwards replied to be quite honest all departments have different caseload standards, so what we have done is to try to allocate our staff where we think the contact schedules established will be met effectively. He continued by saying the specialty units have a smaller caseload, regular caseloads are larger, and Deferred Prosecution being the largest as we don't see those youth as much. Judge Shannon asked for clarity on whether Commissioner Price meant facilities staff ratio or Probation Supervision. Commissioner Price stated for clarity that he specifically wants to know about the facilities. Mr. Edwards responded that our facility ratios are the 1:12 during working hours and 1:24 during the evening hours. Commissioner Price asked are we totally in compliance, Mr. Edwards responded yes we are.

B. 2nd Quarter Reports

Mr. Edwards began by bringing the Board's attention to the reportable incidents and explained the Department has included a synopsis of some of the situations that might catch the attention of the Board; specifically youth who attempt to harm themselves. He referenced a question posed by the Board in a past meeting, as to what happens when youth are placed on W1. He explained the description for W1 status and details of how they are handled from a clinical and psychological standpoint. He mentioned there was an error on the Letot Residential Treatment Center, stating there was only one resident requiring medical treatment in the month of June, although the report reflects 6.

- Commissioner Price brought to the attention of the Board page 2 of the Dr. Jerome McNeil Detention Center report, under youth on youth sexual conduct, asked if this is because the program that has been moved there or is it another incident, stating it's hard to decipher from the reading. Mr. Edwards replied it is not because of the program being moved, it is just an incident with a juvenile. Commissioner Price stated he had never seen this type of narrative before. Mr. Edwards informed the Board that the incidents have been or are currently under investigation by TJJD. Commissioner Price and Judge Shannon both agreed the incident was recent as it is dated June 24, 2017. Commissioner Price acknowledged the narrative was useful as it provides information for the Board. Judge Shannon stated that she believes the detailed narrative derived from the concerns of the Board surrounding a particular youth with multiple

suicide attempts and the Department agreed to provide a more detailed report. Judge Miller asked if the findings for both incidents are correct, Mr. Edwards responded by stating yes, the video was viewed and that the outcry was unsubstantiated. Commissioner Price stated for the record, that he was speaking of the new entry to the report the more detailed description is something he had not seen before, and that he appreciated the more detailed description. Judge Amber Givens-Davis wanted to know the process of disseminating the information to the Board members. She asked if the Board members would be notified of the situations prior to the meetings or will they only find out during the meetings. Mr. Edwards replied that he and Ms. Caruthers, Legal Advisor for the Juvenile Department, had discussed the process and determined the information it is likely to be provided prior to the meeting, as there may be some confidentiality issues stemming from putting initials in an open report. He informed the Board that further research is needed before a decision is made. Commissioner Price reiterating Judge Givens-Davis question, wanted to know how does the Board get a "heads up" on a potential situation prior to the meeting. Judge Shannon ensured the Board that she and Ms. Caruthers would sit down and determine the categories and necessity of information sent to the members prior to the meetings. Judge Shannon also stated that she has implemented a process for her be alerted for any serious incident, in fact all incidents so that she is aware of what is going on. Ms. Caruthers added that during her discussion with Mr. Edwards she suggested placing items on the closed session agenda to discuss some legal advice on how to move forward. Judge Shannon informed the Board the item(s) would be placed on the closed session agenda for the next Juvenile Board meeting. Judge Givens Davis stated, "For the record my concerns about being notified of these things because certain actions that we take on the Board are considered extra judicial and I don't have full immunity, and so, I'd like to know before parents are calling the news stations." Judge Shannon then stated one of the things she and Ms. Caruthers have discussed is having a brief training in terms of the narrowing of the Board's responsibilities, because we do have immunity as long as we don't step outside and do the extra judicial.

C. Juvenile Justice Alternative Education Program (JJAEP) Update.

Mr. Edwards re-stated that school is not in session and that summer school began on June 5, and ended on June 16. He reported the students had STAAR testing on June 19-23 and this round of testing included 5th and 8th grade Reading and Math. End of Course (EOC) exams were given to students still needing to pass EOC's. STAAR and EOC results are not yet in for these students.

VI. Action Items–Juvenile Department

D. Juvenile Department Budget

- Commissioner Price reminded the Board that it was decided in the Budget Retreat meeting that Ryan Brown, Budget Officer for Dallas County and Dr. Smith, Executive Director for the Juvenile Department, would get together and confer about the 3.1 million cut and the fact that 14 officer positions were offered up last year. He then stated for the record, "What bothers me when I went back and looked at the record, we continue to talk about we needed additional staff whether or not staff was at Medlock or wherever, is what management does and as far as I am concerned there isn't a problem with detaching in other areas. I just found it peculiar that two months ago in certifying a facility we were talking about there was probably an additional need for staff and then all of a sudden we get a budget and we're able to take 48 people out of the system just based on standards and population." He continued by stating last year across the enterprise they went through and deleted the unused position. He also stated that in his 32 years of service he had never seen a department offer up positions. Commissioner Price commended Mr. Brown for finally getting down to where we ought to be when we look at a line-item budget. He stated for the record that it is not just this department, it is the Sheriff's

Department with a potential 6 million dollar cut, Truancy Department with a 1.5 million dollar cut. He added that he has done the same thing in his department, when he sees the compression he moves positions. He expressed that you have to manage, stating we are 13 million dollars in the hole, due to no fault of anyone, but we have to close the gap. He concluded by commending the Department's FY 2018 Budget for being a right side budget.

- Judge Shannon reminded the Board the information in the budget regarding the proposed positions to be deleted were included in the summary and stated that if there are any questions needing to be answered that Mr. Edwards was available for questions.
- Commissioner Price moved to approve the Juvenile Department Budget for FY2018; Judge Smith seconded. The motion passed unanimously.

E. Juvenile Justice Alternative Education Program Budget for FY2018

Mr. Edwards began by stating the budget is created based on 75 students. Based on communication, revenue has been projected at \$1,118,408.40 to budget for an average daily attendance (ADA) of 75 students using the following rates: mandatory expulsions at \$86 per diem and discretionary expulsions at \$103.58 per diem. Funding is based upon students actually present each day (daily attendance) and is not necessarily based upon student enrollment. Additionally, JJAEP's FY 2018 Budget was generated with a proposed 2% pay increase for staff.

- Commissioner Price asked when do we reach the pinnacle of having 75 students. Mr. Edwards replied that we are starting the Fall school year with 66 kids, and when the school year ended there were approximately 50 plus kids and over the summer we pickup kids that have been expelled. Commissioner Price asked if we started the last school year with approximately 50 kids. Ms. Karen Ramos, Deputy Director of Education Services responded no, last year we started with more students and that is why we had more students throughout the year up until around March due to students completing their 90-180 days. She continued by saying last year school started with 81 students and that total remained until December; by January they started releasing youth and that started the decline to the current number of students. Ms. Ramos explained they are already projected for 66 students when school starts and they have added an additional CRC, which is a collection of youth that have been expelled. She ended by saying hopefully they will reach 70 kids by the start of school year, but the goal is to reach 75. Judge Shannon asked for clarity if the school year would start with 70 children. Ms. Ramos responded based on the number of high profile cases and the number of children in Detention we most likely would have 70 students in September. Commissioner Price asked are we going to be able to maintain the teacher ratio. He asked if the Department anticipated losing teachers to Charter Schools. Ms. Ramos informed the Board that all JJAEP teachers and Staff would be returning for the upcoming school year. Commissioner Price asked if the teachers were under contract and Ms. Ramos explained they are regular Dallas County employees. Judge Shannon stated that due to the changes with Truancy we might see an increase in students. After much discussion, Commissioner Price asked, if there is a need for the teachers to have a contract. Ms. Caruthers stated there is an opinion out of Civil on the topic and it was decided it would not be fruitful.
- Commissioner Price moved to approve the Juvenile Justice Alternative Education Program Budget for FY2018; Judge Molberg seconded. The motion passed unanimously.

F. Recertification of the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility

Mr. Edwards began by reminding the Board that all information regarding the certification of Letot Residential Treatment Program is included in the packet along with the Fire Marshall's safety inspection

and the Health Department's Safety inspection. He then stated it is recommended that the Dallas County Juvenile Board recertify the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

- Commissioner Price reminded the Board that the conversation of Letot becoming a secure facility has been going on for a year. He stated after spending \$100,000 someone should be able to say when the facility will become secure. Mr. Edwards replied the Department has received an email from Carol Gallegos, with Sology, stating the final installation of the hardware will take place on July 31, 2017, at which time they anticipate Fire Marshall De Los Santos being able to inspect.
- Judge Smith moved to approve the recertification of the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility; Judge Molberg seconded. The motion passed unanimously.

G. Approval of the 2017 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility

Mr. Edwards stated the Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Juvenile Probation Officer to enforce and annually review those policies and procedures adopted by the Juvenile Board. Noting there were no changes to the previous policies and procedures, he asked the Board to approve the 2017 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility.

- Judge Martin moved to approve the 2017 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility; Commissioner Price seconded. The motion passed unanimously.

H. Annual Performance Review of Juvenile Justice Alternative Education Program Required by Texas Juvenile Justice Department

Mr. Edwards began by stating the Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. The review includes the following: Program entries, Expulsion types, Program Outcomes, Recidivism, Restraints, and Students with disabilities. He mentioned that between the end of one school year and the beginning of the next school year an annual performance review has to take place. He stated it is recommended that the Dallas County Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations.

- Judge Molberg moved to approve the Annual Performance Review of Juvenile Justice Alternative Education Program required by Texas Juvenile Justice Department; Judge Miller seconded. The motion passed unanimously.

I. Interlocal Agreement between Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services

Mr. Edwards stated Dallas County Hospital District d/b/a Parkland Health & Hospital System is responsible for correctional health services for Dallas County and for juvenile health services at the Dallas County Juvenile Department. Parkland Health & Hospital System has indicated a willingness to continue to provide nursing services for the DCJJAEP with the expectation that nursing services be provided at the DCJJAEP campus from 10:00 am to 2:30 pm (with a 30-minute lunch) for all school days. He added that should an emergency arise outside of those hours, the Department uses the nurses from the Detention Center or emergency services. Mr. Edwards informed the Board the changes to the Interlocal Agreement include an increase in hourly pay (salary), fringe benefits, and number of days. Increases in the number of days ensures nurses are available during summer school from 195 days to 224 days (an additional 29

days). Total cost of the annual contract is \$27,122.17, which includes salary of \$22,032.64 and fringe benefits at \$5,089.53. He asked the Board to approve the Interlocal Agreement between Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services.

- Commissioner Price asked for the funding source for the agreement. Mr. Edwards replied funds for the payment of services performed under the agreement are allocated to DCJJAEP contracted services line item 5590.
- Commissioner Price moved to approve the Interlocal Agreement between Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services; Judge Givens-Davis seconded. The motion passed unanimously.

J. Juvenile Processing Office-DFW Airport Department of Public Safety & City of Combine Municipal Court and Police Department

Mr. Edwards began by stating in calendar year 2016, neither the DFW Airport Department of Public Safety or the City of Combine Municipal Court and Police Department have made referrals to the Dallas County Juvenile Department. He also stated that neither office has changed locations. Mr. Edwards asked the Board to approve the Juvenile Processing Offices for the DFW Airport Department of Public Safety's, CID Conference Room, CID Interview Room 1, and Patrol Conference Room, located at 2900 E. 28th Street, DFW Airport, Texas 7526. Along with the City of Combine Municipal Court and Police Department Offices #101 and #102 located at 123 Davis Road, Combine TX 75159.

- Judge Miller moved to approve the Juvenile Processing Office-DFW Airport Department of Public Safety & City of Combine Municipal Court and Police Department; Commissioner Price seconded. The motion passed unanimously.

K. Renewal of the Victoria County Contract for FY2018

Mr. Edwards stated the Dallas County Juvenile Department entered into a contractual agreement with Victoria County for use of the Victoria Regional Juvenile Justice Center (VRJJC), as a secure Post-Adjudication Program as a residential placement option in FY2008. The Juvenile Department utilizes the Victoria County secure placement for difficult-to-place youth who have been unsuccessful in several previous placements, youth who exhibit aggressive behaviors, youth who have an extensive run away history and for girls who are pregnant.

- Commissioner Price moved to approve the Renewal of the Victoria County Contract for FY2018; Judge Givens-Davis seconded. The motion passed unanimously.

L. Substance Abuse Unit (SAU)-Application for Continuing Education Provider Approval for 2018

Mr. Edwards began by stating historically, the Texas Certification Board of Addiction Professionals has designated SAU as a Continuing Education Unit (CEU) Provider. The certification designation allows designated staff to provide license-required CEUs through training and education to the Drug Intervention Specialists and Juvenile Supervision Officers (JSOs) throughout the department. The total estimated cost for the SAU application for Continuing Education Provider is \$200.00. Funding is available through the Juvenile Department's general fund, line item 2150 – License and Permit Fees, in FY2017. Mr. Edwards then stated it is recommended that the Juvenile Board approve the Substance Abuse Unit (SAU) application for Continuing Education Provider for 2018.

- Commissioner Price moved to approve the Substance Abuse Unit Application for Continuing Education Provider; Judge Smith seconded. The Motion passed unanimously.

M. Affiliation Agreement - Student Practicum between Tarleton State University and Dallas County Juvenile Department

Mr. Edwards stated Tarleton State University has requested that an Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, the Juvenile Department has one student from Tarleton State University's Graduate program. Mr. Edwards continued by stating that all practicum students receive the same training as our volunteers and interns, which includes Prison Rape Elimination Act (PREA) and Confidentiality. Administrative Legal Advisor Ms. Denika Caruthers has approved the Affiliation Agreement as to form. The agreement requires the signatures of the Dean of College of Health Sciences & Human Services and the Director of Field Education of Tarleton State University.

- Commissioner Price suggested the Department consults with Human Resources to ensure this agreement is in line with the current policy. Mr. Edwards ensured the Board the Department has a policy for volunteers and interns; however, we do not require an agreement or affiliation with any universities.
- Judge Smith moved to approve the Affiliation Agreement-Student Practicum between Tarleton State University and Dallas County Juvenile Department; Judge Martin seconded. The motion passed unanimously.

N. Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018

Mr. Edwards informed the Board the YSAB Board met on July 17, and heard seven proposals and approved six of them. Mr. Edwards stated for the record the AIM, LLC recommendation was removed from the list of recommendations. He explained that a representative of AIM, LLC attended the YSAB meeting and wanted to change verbally what they put in writing and the YSAB Board was not able to approve that change. He informed the Board that AIM, LLC will be back to present the proposal prior to FY2018. He went on to say their budget is not different; it is just reallocated differently. Mr. Edwards asked that item number 1 AIM, LLC be pulled from consideration at this time.

- Judge Shannon asked for clarity if AIM, LLC would be asking for funding later. Mr. Edwards replied yes and added the contracts go into effect October 1, 2018. Judge Shannon mentioned that she was impressed with the production of the Juror Fund video. Judge Miller added that since the production there has been a steady 30% increase in juror funds. Commissioner Price inquired about the Sheila Bailey Ministries (SBM) request for \$11,440. Judge Miller explained there was much dialogue in the meeting about this particular grant. She informed the Board the concern of other YSAB Board member stemmed from the word "ministries", and wanted to ensure they were not promoting a particular religious point of view under that grant. She continued by saying that after much discussion, the Board voted 3 to 2 in favor of the grant. Commissioner Price asked did Sheila Bailey Ministries submit this request. Judge Miller said yes.
- Judge Molberg moved to approve the YSAB Juror Funds Recommendations for FY2018 with the exclusion of the AIM, LLC grant of \$40, 000; Judge Givens-Davis seconded. The motion passed unanimously.
- Judge Shannon asked for a motion to recess as the Dallas County Juvenile Board.
- Commissioner Price moved to recess as the Dallas County Juvenile Board; Judge Smith seconded. The motion passed unanimously.

- Commissioner Price moved to convene as the Academy for Academic Excellence; Judge Smith seconded. The motion passed unanimously.

O. Any subsequent action deemed necessary as a result of IX - Personnel Employee #41157.

VII. Discussion Items- Charter School

P. Charter School Update

Mr. Edwards stated the Charter update mirrors the JJAEP update, adding the AAE assisted 15 families through the Food Bank and 3 families through the clothing closet.

VIII. Action Items- AAE Charter School

Q. Academy for Academic Excellence Budget FY2018

Mr. Edwards stated the proposed budget provides estimates for revenues for FY2018, which includes State-Aid, Title I Part A, Title I Part D, Title II, Title III, and Idea B, of \$6,545,517, which is a decrease from last year's budgeted revenues by approximately \$166,158. The proposed budget also includes anticipated rollover funds. Proposed expenditures account for 89% of salaries and 11% of operating expense. The AAE's FY2018 Budget was generated with a proposed 2% pay increase to staff. He added that transportation has greatly affected the budget, as it is \$194,000 more than it was last year.

- Commissioner Price moved to approve the Academy for Academic Excellence Budget for FY2018; Judge Givens-Davis seconded. The motion passed unanimously.

R. Dallas County Schools Transportation Amendment for School Year 2017-2018

Mr. Edwards began by stating that on February 27, 2017, the Charter School Board approved an Agreement (Board Order #2017-022) between the Academy for Academic Excellence (AAE) and Dallas County Schools. Due to the increase in pricing, AAE worked with Dallas County Purchasing Department (Michael Irvin, Contract Specialist, Daniel Garza, Director of the Dallas County Purchasing Department) to create a Request for Proposals (RFP) (RFP#2017-042-6666). He informed the Board two vendors responded to the RFP#2017-042-6666; Dallas County Schools, and Wynne Transportation Services. Wynne Transportation Services cost was \$1 more than DCS's and Wynne's safety record had numerous violations. AAE elected to stay with DCS. Mr. Edwards asked that the Academy for Academic Excellence Charter School Board approve the Transportation Agreement Extension with Dallas County Schools to be paid from state-aid (7500).

- Judge Smith asked what was plan B for the transportation. Mr. Edwards explained that Dr. Smith had spoken with Mr. Garza and looked at bringing it in-house and at a past Budget Retreat meeting the Board looked at what it would cost over the course of 5 years. He added it is just a matter of the Board making a decision to pay significant up front money or stretch it out over five years.
- Judge Smith moved to approve the Dallas County Schools Transportation Amendment for School Year 2017-2018; Judge Molberg seconded. The motion passed unanimously.
- Commissioner Price moved to recess as the AAE; Judge Given-Davis seconded. The motion passed unanimously.

- Commissioner Price moved to reconvene as the Dallas County Juvenile Board; Judge Givens-Davis seconded. The motion passed unanimously.

IX. Executive Session-Juvenile Department

Judge Shannon stated the Board had items listed for discussion during Executive Session, and dismissed the audience at 6:07 pm.

- Judge Shannon closed Executive Session and reconvened the meeting at 6:30 pm. She noted there was still a quorum established.
- Judge Shannon stated for the record, there were no votes taken in Executive Session, but they did discuss item O Personnel employee #41157.
- Judge Miller moved to adjourn, Judge Givens-Davis seconded. The motion passed unanimously.
- Meeting adjourned at 6:33 pm.



PUBLIC COMMENTS

IV



DISCUSSION ITEMS

V



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

August 2017

The Juvenile Department recognized outstanding departmental employee for July 2017: ***DCJD Employee of the Month***: Ms. Chaka Hall (Training and Certification).

PROBATION SERVICES DIVISION

At the 18th Annual Dallas County Coalition of Community Justice Agencies appreciation luncheon that was held on July 19, 2017, Evening Reporting Center Probation Officer Mr. Marco Burks received the Cynthia Lynn Eubanks Award for Professional Excellence in Community Justice. The Cynthia Lynn Eubanks Award for Professional Excellence in Community Justice was established as a tribute to the late Cynthia Lynn Eubanks, a juvenile probation officer who devoted her career to bettering the lives of all with whom she came into contact. The Probation Services division congratulates Mr. Burks on his recent achievement.

Community Service Restitution (CSR) Update:

Throughout the month, two hundred and twelve (212) youth completed a total of one thousand, two hundred and forty-six (1,246) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated summer community service restitution projects at the Balch Springs Recreation Center, Lancaster Middle School and Recreation Center, Zion Chapel Church, Hunger Busters, Sharing Life, Salvation Army and World Vision. These summer projects, supervised by probation officers from field district offices 5, 8 and 9, resulted in the completion of nine hundred and fifty-eight (958) CSR hours by one hundred and eighty-four (184) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **55** youth for psychiatric services during the month. A total of **59** psychiatric consultations were performed with **36** of those being follow-up consultations. Of the **23** initial psychiatric consultations performed: **19** resulted in no medication being prescribed, **1** had already been prescribed psychotropic medications and continued those, **1** youth was already prescribed psychotropic medication and the medication was discontinued, and **2** was started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

July was an amazing month, especially for our girls in Honors and START who had remarkable performances sharing their stories in two separate theatrical productions. The instructor, Camille Hailey, a theatre teacher for Birdsville ISD was sponsored by Big Thought, who always brings great programs.

After four years of discussion and planning, it was exciting to have Deborah Jiang Stein, author of *Prison Baby: A Memoir*, travel from Minneapolis to do a workshop for all of our girls in Detention, POST, Hill Center, Letot and Letot RTC. The girls took advantage of the opportunity to ask Ms. Stein questions about her life and healing. They enjoyed refreshments and received an autographed copy of Ms. Stein's book, the latter made possible by the Detention and Letot volunteers. Deborah Jiang Stein is a national speaker, writer, and founder of the unPrison Project, a nonprofit organization that serves to build public awareness about women and girls. She is a graduate of The Women's Media Center Progressive Women's Voices, the nation's premier media and leadership training program for women. Her memoir, *Prison Baby*, is described as "One woman's struggles—beginning with her birth in prison—to find self-acceptance, proving that redemption and healing are possible, even from the darkest corners." For more than 10 years, Deborah has championed support for people in need of freedom, life skills development, education, shelter, and career building. She also has a TEDxED Talk: One woman, one sentence.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours July: Volunteers: **61** Total Hours: **300**

Dallas County HHS Screening: 0 residents, 0 positive for Syphilis and 0 positive for HIV.

Volunteer Programs: Lend-an-Ear

Life/Social Skill Programs: Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work; Traffick911 – TRAPS (Traps of a Trafficker); NTRUPT – 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.

Life & Social Skills/Spiritual Enrichment Combo: MTO Leadership Development (Ministry through Originality); I Am Second; More Than Jewels; Women Divine.

Chaplain's Report: Counsel/Prayer.

July Special Programs/Events:

Movie Night: Movies and refreshments made possible by Snickers Church – (1) Unconditional, (2) Fire Proof

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

- Residents attending Socials: Honors males and RDT girls.

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: For summer, the residents completed the "Be Project" enrichment program and participated in the Bill Glass "Behind the Wall" motivational workshop.

Medical Services: There were zero (0) medical issues during the month.

Volunteer Services: 8 groups consisting of 19 individuals provided a total 57 hours of service.

MEDLOCK CENTER

New Initiatives: On June 14th, Medlock hosted the Dallas County Juvenile Department Facilities Tour for District Attorneys, Respondent Attorneys, and Judges to speak with staff and address any questions about programming. On July 20th, the Texas Juvenile Justice Department (TJJD) Independent Ombudsman was on campus to conduct their On Site Compliance Monitoring Visit. The Independent Ombudsman's official report was received on July 27th and the facility

DETENTION			
Detention	June	July	YTD
Admissions	231	181	1550
Releases	217	200	1489
ADP	195	192	174
Detention Hearings	552	471	2896
TJJD/Placement Trips	5	7	57
Local trips	65	61	491
Youth transported	6	6	151
START	June	July	YTD
Admissions	12	1	26
Releases	39	2	52
Successful	10	2	21
Unsuccessful	1	0	3
Administrative	28	0	28
ADP	29	28	31

HILL CENTER			
	June	July	YTD
Admissions	31	31	86
ADP	28	28	28
Releases	38	38	95
Total Youth Served	64	44	181

was acceptable in all areas. Mr. Aaron Fields from First 3 Years Program continues to visit with Resident K.O. The visits are going well as the interaction with the Youth and his son continue to progress.

Activities: Full Gospel Holy Temple, Life Quest Essentials, Potter's House, and Pleasant Valley Baptist Church presented spiritual enrichment services to youth who volunteered to attend.

Medical Services: Twenty (20) youth were transported from Medlock to the Dr. Jerome McNeil Detention Center for routine dental care. One (1) youth was transported to Children's Medical Center for follow-up medical care. One (1) youth was transported to his brother's wake.

Volunteer/Intern Hours: Eleven (11) volunteers provided eighteen (18) hours of service. The Chaplain provided six (6) hours of service. The Potter's House provided four (4) hours of service. The Pleasant Valley Baptist Church provided eight (8) hours of service. There were eighteen (18) hours of volunteer service provided during the month.

Staff: Eddie Jackson, Juvenile Supervision Officer, retired effective July 29th, after fifteen (15) years of service with Dallas County.

YOUTH VILLAGE

On Campus: Family Training, Concord Ministries Program, Horticulture Program, PREP Program, Culinary Arts/Food Handlers Program, Career Management Class.

On June 14th, Youth Village hosted the Dallas County Juvenile Department Facilities Tour for District Attorneys, Respondent Attorneys, and Judges to speak with staff and address any programming questions. On July 20th, the Texas Juvenile Justice Department (TJJD) Independent Ombudsman was on campus to conduct their On Site Compliance Monitoring Visit. The Independent Ombudsman's official report was received on July 27th and the facility was acceptable in all areas.

Off Campus: Five (5) residents were transported to the Juvenile Detention Center for dental care. Five (5) residents were transported to Detention for Review Hearings.

Volunteer /Intern Hours: Three (3) individual volunteers provided fifty-six (56) hours of service. Two (2) chaplains provided two (2) hours of service. Twelve (12) group program volunteers provided one-hundred-sixty (160) hours of service for a total of two-hundred-eighteen (218) hours for the month.

Training: Staff received Online/Web training to assist with retaining recertification training hours. EQUIP Training for the START program was facilitated by Dr. Z. Maliti.

Medical Services: Twenty-three (23) residents were seen for sick call requests. Five (5) residents were transported to dental appointments at the Juvenile Detention Center; nine (9) residents were treated at the on-campus Med Van and seven (7) residents were seen by an on campus mental health provider.

MEDLOCK			
	June	July	YTD
Admissions	7	7	46
Released	6	10	52
Successful	5	10	48
Unsuccessful	1	0	4
Administrative	0	0	0
ADP	43	44	45
Total Youth Served	53	52	94
START			
	June	July	YTD
Admissions	32	13	45
Releases	0	9	9
Successful	0	9	9
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	30	33	31
Total Youth Served	32	45	77
*The STARS program was moved to Detention in July			

YOUTH VILLAGE			
	June	July	YTD
Admitted	10	13	49
ADP	34	39	32
Total Youth Served	42	48	79
Releases	4	1	35
Successful	4	1	29
Unsuccessful	0	0	5
Administrative Rel.	0	0	1

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

Account of Reportable Injuries: There were no reportable injuries for the month.

Escape/Furlough: There were no reportable escapes or runaways for the month.

LETOT CENTER

Community Initiatives: Non-Residential Services received 26 referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently two (2) youth and families attending ESTEEM Court. Zero (0) youth began services, zero (0) successfully completed, one (1) was unsuccessfully discharged, and zero (0) were neutrally discharged. Two (2) youth were referred this month and two (2) youth are actively participating in the ESTEEM court Aftercare. The girls participated in an Enrichment Activity; they saw the musical "Godspell" and had dinner at Chipotle.

LETOT CENTER			
Residential	June	July	YTD
Admissions	13	17	141
Releases	16	19	147
ADP	18	18	23
Total Youth Served	35	36	164
Intake/Orientation			
Admissions	55	58	479
Releases	55	55	476
ADP	1	1	1
Total Youth Served	55	58	479

Monthly Community Connection:

Letot Clinical Psychological Services: One (1) family was referred for Clinical services.

Non-Residential Unit: Rodney Milliner, the Principal of the Dallas Can Academy located at the Grant East Campus, invited the staff to tour his campus and provided information regarding registration requirements.

Residential: Health Screens – 14, Call Backs – 0, Doctor's visits – 15

Volunteer Services: Faith Based Volunteers: worship and religious study – 7 volunteers, 4.5 hours; Life Skills Volunteers: visiting and teaching - 22 volunteers, 22 hours; Special Events: 7 volunteers, 8 hours (Bill Glass Event).

Clinical Services:

Residential Services: This month the clinical team provided counseling for 57 residents. Services included individual counseling sessions (45), family counseling sessions (38), and process group sessions (19). Individual sessions were designed to meet the individual therapeutic needs of the residents and were provided through the CBT, CBT-trauma informed care, and DBT models. Family sessions were developed to improve the communication between resident and family. Group sessions included topics such as self-esteem, anger management, peer relationships, resolving conflicts, mindfulness activities and learning to identify and manage emotions. In addition, the staff provided residential consultations (144) and crisis interventions (11). Daily rounds to determine the status of the residents and proactively manage potential crisis were conducted in the mornings and evenings.

Non-Residential Services: Clinical Services for the Non-Residential Unit included individual counseling sessions (13), family counseling sessions (14) and consultations with the Non-Residential case managers (22). In addition, there were 3 crisis interventions. The purpose of the individual and family counseling sessions was to improve the communication and relationships among family members and to maintain the improvements made while in the Residential Program.

General Clinical Service: General Clinical Services for the month included completing Intakes (5) to determine the appropriateness of the individual for Residential or Non-Residential Services as well as psychological assessments. Parent/Youth Groups (4), which were open to both Residential and Non-Residential families, were also conducted weekly and constructed both for support and psychoeducation. Topics included communication, discipline, adolescent development, and value clarification. The Clinical staff attended 2.5 hours of training and 16 hours of supervision were provided.

ESTEEM Court: Members of the Letot Clinical team provided counseling sessions to the following groups: individual (4), family (5), HOPE (4), and parent (3); in order to improve self-esteem, coping skills, and support in an attempt to reduce high risk behaviors. In addition, consultations were provided to the court and staff of the program. Letot clinical staffs were involved in 7.5 hours of ESTEEM Court proceedings.

LETOT RESIDENTIAL TREATMENT CENTER

There were a total of 19 residents from June 23rd to July 24th. One youth successfully discharged and one resident was admitted.

Volunteer Groups:

Big Thought: Residents participated in an acting class; they worked on various skits, learned role playing and character emotions. They are actively learning how to write their own scripts for short skits that they perform during class.

LETOT RTC			
	June	July	YTD
Admission	3	1	23
Releases	16	2	19
ADP	17	18	15
Total Youth Served:	19	19	36

Epic Yoga: Residents participate in yoga once a week to engage in the physical, mental, and spiritual practice of relaxing. Most residents participated in yoga groups; there were three groups provided. These groups were conducted by our volunteer yoga instructor, Mrs. Laura Fonville. The girls continue to engage in yoga in order to practice grounding techniques which help them re-connect with their bodies and feel a sense of safety and self-efficacy. The residents are also able to incorporate the breathing techniques that they learn in yoga as a coping skill for everyday life.

St. John Church (Mr. Charles Butler): Residents are able to participate in Bible study and religious activities if they choose. Planned Parenthood: Meets with residents twice a week and discusses various life skills topics.

Youth With Faces has been involved in providing enrichment programs to the girls. All girls participated in Culinary Arts, financial planning, job readiness and horticulture programs.

Volunteer Services: Faith Based Volunteers: Worship and religious study – 1 volunteer, 3.7 hours; Life Skills Volunteers: visiting and teaching – 7 volunteers, 20.23 hours; Special Events: 4 volunteers, 8 hours (Bill Glass Event).

Enrichment Programs:

Culinary Arts Program: This program gives the girls an opportunity to earn a "Servsafe Food Handlers" certificate and possibly an internship at Café Momentum upon release. This month, residents learned how to cut and garnish fruits and vegetables and how to arrange them on a serving tray. Phase 1 residents learned how to properly set tables and proper serving techniques. They were assigned a task to plan a meal and conduct the entire process from the planning, preparing the ingredients, writing the recipe, cooking, and serving. Phase 1-3 residents continue to prepare to take their Food Handlers License Exam. This month Youth With Faces hosted the second Summer Graduation session, ten (10) youth graduated this summer.

Horticulture: Residents learned responsibility by planting and nurturing sustainable foliage, and by harvesting both edible and ornamental plants. Residents are actively growing their own personal plants, making them responsible for monitoring the growth and nurturing of their plant.

Clinical Services:

All 19 residents received individual therapy (approximately 104.25 hours). Family therapy was offered to all families. Therapists provided family therapy to 18 families (approximately 44 client-contact hours) and 15 parents received parent therapy (22.5 client contact hours). The clinical team also provided crisis intervention (approximately 50 client-contact hours) and clinical rounds (94 client contact hours). Clinical rounds consist of each clinical team member engaging with the youth, checking in, and providing support throughout the day. Clinicians also consult with and check in with staff throughout the day which facilitates continuity of care and clear and consistent communication (approximately 85.25 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Six My Life My Choice groups focused on prevention of exploitation, hearing survivors' stories, and increased self-efficacy. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eight art groups this month which primarily focused on open studio, painting, using tape with paint, making paper bowls, and sculpting clay. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Nine coping skills groups were provided. These groups focused on mindfulness and what and how skills. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing healthy and unhealthy relationships and relationship dynamics. Eight girl-empowerment groups focused on improving boundaries, goals, communication, self-respect, and healthy relationships. Three meditation groups were provided for the girls to engage in self-reflection and emotional regulation. Eight process groups were completed to facilitate the girls planning for their future, reflect on goals, explore issues related to self-esteem, and develop realistic steps to help them achieve these goals.

Nine residents attended bi-weekly drug education groups. This month, three groups were provided and several of the residents completed the seven-week program.

Psychiatric Services:

At Letot RTC, three residents were referred to see the psychiatrist due to increased depression and irritability. All residents were seen by the psychiatrist. These youth are on medication to treat unspecified impulse control disorders, unspecified trauma-related disorders, Bipolar disorder, ADHD, oppositional defiant disorder, depression, and/or anxiety.

Medical Services: Residential: Health Screens – 0, Call Backs – 0, Doctor's visits -15.

July 2017 Referrals

July 2017 Referrals																																							
Alleged Delinquent Behavior																				Alleged CINS Behavior																			
Felonies										Class A & B Misdemeanors										Status Only										Other than Status Only									

361 youth accounted for the 381 total referrals.

Alleged Delinquent Behavior			Alleged CINS Behavior			Other Detentions		
Felonies Homicide Sexual Assault Robbery Assaultive Other Violent Burglary Theft Other Property Drug Offenses Weapons Offenses Other Felony Total Felony			Class A & B Misdemeanors Weapons Offenses Assaultive Theft Other Property Drug Offenses Other Misd. Contempt of Magistrate Total Delinquent			Status Only Truancy Runaway Alt. Ed. Expulsion Property (was Theft) Disorderly Conduct Drugs Liquor Laws Sex Offenses Other CINS Total CINS		
			Violation of Court Order Contract Detention Crisis Intervention Other Administrative Total Other					
1 15 0 0 6 0 9 14 0 4 0 0 5 70 6 76			2 6 0 0 5 9 14 0 106 83% 15 65% 0 0 0 0 0 0 0 0 0 0 0 0 2 100% 21 0 0 21 75% 142 78%			23 8 35% 2 0 0 0 0 0 0 0 0 0 2 100% 7 0 0 7 25% 39 22% 181		

[illegible][illegible]

178 youth accounted for the **181** total detentions



DISCUSSION ITEM B.



JJAEP JULY MONTHLY REPORT

Director's Report Juvenile Justice Alternative Education Program – July 2017

During the weeks of July 10-28, 2017, Juvenile Justice Alternative Education Program (JJAEP) held their Summer Camp for students ages 11-17. Eleven (11) students attended the camp. High school students were able to earn a half credit in an elective course and middle school students were able to enhance their reading and math skills.

The camp also provided students excursions to various places in Dallas such as Ripley's Believe It or Not, the Federal Reserve, Reunion Tower, Perot Museum, and the Dallas SPCA. Students were engaged in problem-solving skills and participated in interactive activities. Following the tour of the Federal Reserve, the students visited Reunion Tower and ate lunch in the Cloud 9 Café at the top of the tower. This field trip was a favorite of both students and staff. Students enjoyed having a bird's eye view of the city while relaxing and eating lunch in the rotating café. The Reunion Tower ball is an iconic symbol in Dallas and it was a special experience for the students.

The students worked with Big Thought every Friday and were introduced to performing and visual arts. Students were able to write and perform spoken words, make beats, learn about drumming, and participate in improvisation. The students also sculpted and painted a clay figure.

During the last week of camp, students went out to lunch for a fine dining experience at the Cheesecake Factory where they were able to demonstrate appropriate manners and dining etiquette.



ACTION ITEMS

VI



ACTION ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Jr. Juvenile Detention Center, 2600 Lone Star Dr., Dallas, TX.

BACKGROUND INFORMATION

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

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

On August 22nd, 2016, during its regular meeting, the Juvenile Board certified the Pre and Post-Adjudication programs located at the Dr. Jerome McNeil Jr. Detention Center, 2600 Lone Star Drive in Dallas, as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. Current TJJD contract regulations require Juvenile Departments that operate or contract for the operation of facilities "to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities" or "TJJD standards for post-adjudication correctional facilities," as appropriate.

The Texas Juvenile Justice Department conducted a Benchmark Audit of the pre and post-adjudication programs on June 5th – June 8th, 2017. The monitoring visits were a review of the pre and post-adjudication programs' compliance with TJJD standards. It is noted that both the pre and post adjudication programs were deemed suitable for the confinement of youth.

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

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

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

PROGRAM IMPACT

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

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

PROGRAM DESCRIPTION

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

STRATEGIC PLAN COMPLIANCE

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

LEGAL INFORMATION:

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

and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facilities are suitable or unsuitable for the detention of children."

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

FINANCIAL IMPACT:

Facilities found by the Texas Juvenile Justice Department to be out of compliance with standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Henry Wade Juvenile Detention Center is \$162.46 per child per day with the annual operating cost of the program being \$15,323,775.

RECOMMENDATION:

The Juvenile Department recommends that the Juvenile Board certify the Pre and Post-Adjudication programs located in the Dr. Jerome McNeil Jr. Detention Center at 2600 Lone Star Drive, Dallas, TX, as suitable for the detention and confinement of children, following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Department further recommends that the Juvenile Board certify the facility as follows: 248 beds for pre-adjudication detention, 110 beds for post-adjudication detention, and 74 beds with dual certification.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-xxx

DATE: August 28, 2017

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 August, 2017, 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 51.12(c) and 51.125 of the Texas Family Code establishes the place and conditions of detention and confinement for children; and

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

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

WHEREAS, the Judges of the juvenile court and a majority of the members of the Juvenile Board personally inspected the Dr. Jerome McNeil Jr. Detention Center Pre and Post-Adjudication Successful Thinking & Responsible Sexuality (STARS), Short Term Adolescent Residential Treatment (START) and Residential Drug Treatment (RDT) Programs; and

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

WHEREAS, as a result of the personal tour and inspection, the judges of the juvenile court and the Dallas County Juvenile Board certify the Pre and Post-Adjudication Successful Thinking & Responsible Sexuality (STARS), Short Term Adolescent Residential Treatment (START) and Residential Drug Treatment (RDT) programs located in the Dr. Jerome McNeil Jr. Detention Center at 2600 Lone Star Drive, Dallas, TX. as suitable for the detention and confinement of children following Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; and

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

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

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

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

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: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: 2017 Annual Review of the Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs

BACKGROUND OF ISSUE

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

§341.3 Policy and Procedures

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

§341.9 Policy and Procedure Manual

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

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

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

governing board for the facility shall provide oversight of facility operations, policies and procedures.

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

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

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

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

- (B) youth-on-youth sexual conduct between residents;
- (C) violations of the juvenile supervision officer code of ethics and code of conduct as outlined in Chapter 345 of this title;
- (D) violations of any professional code of ethics or conduct by any individual providing services to or having contact with residents of the facility; and
- (2) a zero tolerance policy and practice regarding sexual abuse in accordance with the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.

DISCUSSION

The Juvenile Department is presenting the 2017 Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs for annual review and approval of the Juvenile Board. The noted change for pre-adjudication is the addition of the Probation Services section. The noted change for post-adjudication is the Abuse and Neglect TAC 358, identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents.

STRATEGIC PLAN COMPLIANCE

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

LEGAL ISSUES

The current changes to the 2017 Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Ms. Nekandra Coulter, Quality Assurance Administrator. A redline copy of the Policies and Procedures manual is available for Juvenile Board review.

RECOMMENDATION

It is respectfully recommended that the Dallas County Juvenile Board approve the 2017 Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs and authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.



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

JUVENILE BOARD ORDER

ORDER NO: 2017 –XXX

DATE: August 28, 2017

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 August 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Department is presenting the 2017 Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs for its annual review; and
- WHEREAS,** the noted change for pre-adjudication is the addition of the Probation Services section. The noted change for post-adjudication is the Abuse and Neglect TAC 358, identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2017 Dallas County Juvenile Department Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedures as needed, pending approval by the Juvenile Board at the next regularly scheduled meeting.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Certification of the Marzelle C. Hill Transition Center

Background of Issue

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

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

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

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

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

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

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

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

of children in accordance with the guidelines established by the Texas Legislature. The Marzelle C. Hill Center underwent its Texas Juvenile Justice Department monitoring visit on June 5th-June 8th, 2017, and the facility was deemed suitable for the confinement of children.

Impact on Operations

The Marzelle C. Hill Transition Center, located at the Henry Wade Juvenile Justice Center complex, provides temporary or transitional residential care and supervision for up to 48 youth, ages 10-17, who are deemed appropriate for the Hill Center setting by the Court. Residents at the Hill Center are either awaiting court disposition, re-entry into the community, or available space in a long-term placement facility. Educational, psychological and recreational services are provided by Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community volunteers. In 2016, the Hill Center served a total of 398 residents for an average length of stay of 30.1 days, and an average daily population of 32 residents. The facility is registered with the Texas Juvenile Justice Department.

Strategic Plan Compliance

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

Legal Information

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

Financial Impact/Considerations

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Marzelle Hill Transition facility is \$200.00, based on a 2016 fiscal year average daily population of 30 children with an operating budget of \$2,446,779.00. This has been verified by Rhonda Gilliam, Business Manager.

Recommendation

It is recommended that the Dallas County Juvenile Board certify the Marzelle C. Hill Transition Center, 48 bed facility, as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Chapter 355 Standards for Non-Secure Correctional Facilities.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER No: 2017-XXX

DATE: August 28, 2017

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 August 2017, 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 that *each judge of the juvenile court and a majority of the members of the juvenile board to personally inspect the juvenile non-secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and*

WHEREAS, Section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, *the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and*

WHEREAS, each Judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected the Marzelle C. Hill Transition Center; and

WHEREAS, the Juvenile Department recommends that the Marzelle C. Hill Transition Center be certified for 48 beds; and

WHEREAS, as a result of the personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Marzelle C. Hill Transition Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

WHEREAS, as Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Marzelle Hill Transition facility is \$200.00, based on a 2016 fiscal year average daily population of 35 children with an operating budget of \$2,446,779.00; and

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies the Marzelle C. Hill Transition Center, 48 bed facility, as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Chapter 355 Standards for Non-Secure Correctional Facilities.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Re: 2017 Annual Review of the Marzelle C. Hill Transition Center Policies and Procedures

BACKGROUND OF ISSUE

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

§341.3 Policy and Procedures

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

§341.9 Policy and Procedure Manual

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

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

§355.400. Policy, Procedure, and Practice.

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

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

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

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

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

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

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

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

214-698-2200 Office

214-698-5508 Fax

§355.412. Duties of Facility Administrator.

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

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

DISCUSSION

The Juvenile Department is presenting the Marzelle C. Hill Transition Center Policies and Procedures for annual review and approval of the Juvenile Board. The noted change for 2017 is the Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents as mandated by TJJD.

STRATEGIC PLAN COMPLIANCE

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

LEGAL ISSUES

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

RECOMMENDATION

It is respectfully recommended that the Juvenile Board approve the 2017 Policies and Procedures for the Marzelle C. Hill Transition Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled meeting.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August 2017, 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

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

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

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

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

WHEREAS, the Marzelle C. Hill Transition Center policies and procedures noted change for 2017 is the Abuse and Neglect TAC 358 identifying, reporting and investigating abuse, neglect, exploitation, death, and serious incidents as mandated by TJJD; and

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2017 Policies and Procedures for the Marzelle C. Hill Transition Center. Furthermore, the Juvenile Board authorizes the Director of Juvenile Services or designee to modify any policy and procedure as needed, pending approval by the Juvenile Board at the next regularly scheduled meeting.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Implementation of House Bill 1204

Background of Issue:

House Bill (HB) 1204 relates to the provision of services as an alternative to adjudication for certain juveniles who engage in conduct in need of supervision or delinquent conduct and to a study on certain juvenile justice issues.

Historically, juveniles ten and eleven years of age were treated the same as juveniles aged twelve to sixteen when referred to the Department for conduct in need of supervision or delinquent conduct. HB 1204 allows for juveniles younger than twelve years of age to be referred for appropriate services recommended by a community resource coordination group, a local level interagency staffing group, or another community juvenile services provider in lieu of adjudication.

The Department's role in the implementation of HB 1204 is to refer eligible juveniles younger than twelve years of age to the community resource coordination group; create and coordinate a service plan that incorporates the service recommendations; and monitor adherence to the service plan.

On August 18, 2017, members of the Department's HB 1204 implementation team met with Dallas County District Attorney Juvenile Division Chief Rhonda Hunter and Dallas County Public Defender Juvenile Division Supervisor Dolores Esparza. All parties discussed plans for implementation and review of progress.

House Bill 1204 is scheduled to take effect on September 1, 2017.

Dr. Terry Smith has been identified by Judge Valencia Nash, Chair of the Texas Judicial Council's Juvenile Justice Committee, as a person to serve as an advisory group member. The advisory group will be meeting on a quarterly basis as part of a study on juvenile justice issues mandated by House Bill 1204.

Impact on Operations and Maintenance:

To facilitate the implementation of HB 1204, the Department's Intake Screening Supervisor and DA Liaison will ensure that all referrals received for juveniles younger than twelve years of age are processed in accordance with the new legislation.

The policies mandated by HB 1204 will be contained the Dallas County Juvenile Department's Probation Services Policies and Procedures Manual, Chapter 3: Intake; Section 2: Diversion and Detention for Certain Juveniles.

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

Strategic Plan Compliance:

The Department's implementation of HB 1204 conforms to the Dallas County Strategic Plan- Vision 3: Dallas is safe, secure, and prepared.

Legal Information:

The Dallas County Juvenile Department and Dallas County Juvenile Board must comply with the legislative changes contained in HB 1204.

Texas Family Code Section 53.01 *Preliminary Investigation and Determinations; Notice to Parents* was amended by adding subsection (b-1) to read as follows:

(b-1) The person who is conducting the preliminary investigation shall, as appropriate, refer the child's case to a community resource coordination group, a local-level interagency staffing group, or other community juvenile service provider for services under Section 53.011, if the person determines that:

- (1) the child is younger than 12 years of age;*
- (2) there is probable cause to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;*
- (3) the child's case does not require referral to the prosecuting attorney under Subsection (d) or (f);*
- (4) the child is eligible for deferred prosecution under Section 53.03; and*
- (5) the child and the child's family are not currently receiving services under Section 53.011 and would benefit from receiving the services.*

Further, Texas Family Code Section 53.011 *Services Provided to Certain Children and Families* was added to read as follows:

(a) In this section:

- (1) "Community resource coordination group" has the meaning assigned by Section 531.421, Government Code.*
- (2) "Local-level interagency staffing group" means a group established under the memorandum of understanding described by Section 531.055, Government Code.*
- (b) On receipt of a referral under Section 53.01(b-1), a community resource coordination group, a local-level interagency staffing group, or another community juvenile services provider shall evaluate the child's case and make recommendations to the juvenile probation department for appropriate services for the child and the child's family.*
- (c) The probation officer shall create and coordinate a service plan or system of care for the child or the child's family that incorporates the service recommendations for the child or the child's family provided to the juvenile probation department under Subsection (b). The child and the child's parent, guardian, or custodian must consent to the services with knowledge that consent is voluntary.*
- (d) For a child who receives a service plan or system of care under this section, the probation officer may hold the child's case open for not more than three months to monitor adherence to the service plan or system of care. The probation officer may adjust the service plan or system of care as necessary during the monitoring period. The probation officer may refer the child to the prosecuting attorney if the child fails to successfully participate in required services during that period.*

Finally, Texas Human Resources Code 152.00145 *Diversion and Detention Policy for Certain Juveniles* was added to read as follows:

A juvenile board shall establish policies that prioritize:

- (1) the diversion of children younger than 12 years of age from referral to a prosecuting attorney under Chapter 53, Family Code; and*
- (2) the limitation of detention of children younger than 12 years of age to circumstances of last resort.*

Financial Impact/Considerations:

No financial impact to Dallas County is anticipated with the implementation of HB 1204.

Recommendation:

It is recommended that the Dallas County Juvenile Board approves the Department's implementation of House Bill 1204.

Recommended by:



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

Dallas County Juvenile Department Probation Services Policies and Procedures, 2017 Revision - Friday, August 18, 2017	
Chapter 3: Intake	
Section 2: Diversion and Detention for Certain Juveniles	Related Standards: TFC 53.01, 53.011, 53.03; THRC 142.00145

I. Policy:

House Bill 1204 relates to the provision of services as an alternative to adjudication for certain juveniles who engage in conduct in need of supervision or delinquent conduct.

Texas Family Code Section 53.01 *Preliminary Investigation and Determinations; Notice to Parents* was amended by adding subsection (b-1) to read as follows:

(b-1) The person who is conducting the preliminary investigation shall, as appropriate, refer the child's case to a community resource coordination group, a local-level interagency staffing group, or other community juvenile service provider for services under Section 53.011, if the person determines that:

- (1) the child is younger than 12 years of age;*
- (2) there is probable cause to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;*
- (3) the child's case does not require referral to the prosecuting attorney under Subsection (d) or (f);*
- (4) the child is eligible for deferred prosecution under Section 53.03; and*
- (5) the child and the child's family are not currently receiving services under Section 53.011 and would benefit from receiving the services.*

Further, Texas Family Code Section 53.011 *Services Provided to Certain Children and Families* was added to read as follows:

(a) In this section:

- (1) "Community resource coordination group" has the meaning assigned by Section 531.421, Government Code.*
- (2) "Local-level interagency staffing group" means a group established under the memorandum of understanding described by Section 531.055, Government Code.*
- (b) On receipt of a referral under Section 53.01 (b-1), a community resource coordination group, a local-level interagency staffing group, or another community juvenile services provider shall evaluate the child's case and make recommendations to the juvenile probation department for appropriate services for the child and the child's family.*
- (c) The probation officer shall create and coordinate a service plan or system of care for the child or the child's family that incorporates the service recommendations for the child or the child's family provided to the juvenile probation department under Subsection (b). The child and the child's parent, guardian, or custodian must consent to the services with knowledge that consent is voluntary.*
- (d) For a child who receives a service plan or system of care under this section, the probation officer may hold the child's case open for not more than three months to monitor adherence to the service plan or system of care. The probation officer may adjust the service plan or system of care as necessary during the monitoring period. The probation officer may refer the child to the prosecuting attorney if the child fails to successfully participate in required services during that period.*

Finally, Texas Human Resources Code 152.00145 *Diversion and Detention Policy for Certain Juveniles* was added to read as follows:

A juvenile board shall establish policies that prioritize:

- (1) the diversion of children younger than 12 years of age from referral to a prosecuting attorney under Chapter 53, Family Code; and*
- (2) the limitation of detention of children younger than 12 years of age to circumstances of last resort.*

The Dallas County Juvenile Department and the Juvenile Board prioritize the diversion of juveniles younger than twelve years of age from referral to the Dallas County District Attorney's Office. Further, the practice of

placing juveniles younger than twelve years of age in the Dr. Jerome McNeil Jr. Detention Center is limited to circumstances of last resort.

II. Definitions: None

III. Procedure:

- A. All juveniles younger than twelve years of age who are referred to the Department shall be diverted in accordance with TFC 53.01 (b-1).
- B. All juveniles younger than twelve years of age regardless of their eligibility for diversion shall only remain in the Dr. Jerome McNeil Jr. Detention Center in circumstances of last resort.
- C. All juveniles who meet the criteria for diversion in TFC 53.01 (b-1) shall be provided services in accordance with TFC 53.011.

JUVENILE BOARD ORDER

ORDER NO: 2017 -XXX
DATE: August 28, 2017
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 August, 2017, 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 House Bill (HB) 1204 relates to the provision of services as an alternative to adjudication for certain juveniles who engage in conduct in need of supervision or delinquent conduct and to a study on certain juvenile justice issues ; and
- WHEREAS,** the Department's role in the implementation of HB 1204 is to refer eligible juveniles younger than twelve years of age to the community resource coordination group; create and coordinate a service plan that incorporates the service recommendations; and monitor adherence to the service plan; and
- WHEREAS,** on August 18, 2017, members of the Department's HB 1204 implementation team met with Dallas County District Attorney Juvenile Division Chief Rhonda Hunter and Dallas County Public Defender Juvenile Division Supervisor Dolores Esparza. All parties discussed plans for implementation and review of progress; and
- WHEREAS,** the House Bill 1204 is scheduled to take effect on September 1, 2017; and
- WHEREAS,** to facilitate the implementation of HB 1204, the Department's Intake Screening Supervisor and DA Liaison will ensure that all referrals received for juveniles younger than twelve years of age are processed in accordance with the new legislation; and
- WHEREAS,** the policies mandated by HB 1204 will be contained the Dallas County Juvenile Department's Probation Services Policies and Procedures Manual, Chapter 3: Intake; Section 2: Diversion and Detention for Certain Juveniles; and
- WHEREAS,** the Dallas County Juvenile Department and Dallas County Juvenile Board must comply with the legislative changes contained in HB 1204
Texas Family Code Section 53.01 *Preliminary Investigation and Determinations; Notice to Parents* was amended by adding subsection (b-1) to read as follows:

- (b-1) *The person who is conducting the preliminary investigation shall, as appropriate, refer the child's case to a community resource coordination group, a local-level interagency staffing group, or other community juvenile service provider for services under Section 53.011, if the person determines that:*
- (1) The child is younger than 12 years of age;*
 - (2) There is probable cause to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;*
 - (3) The child's case does not require referral to the prosecuting attorney under Subsection (d) or (f);*

(4) The child is eligible for deferred prosecution under Section 53.03; and

(5) The child and the child's family are not currently receiving services under Section 53.011 and would benefit from receiving the services.

Further, Texas Family Code Section 53.011 *Services Provided to Certain Children and Families* was added to read as follows:

(a) In this section:

(1) "Community resource coordination group" has the meaning assigned by Section 531.421, Government Code.

(2) "Local-level interagency staffing group" means a group established under the memorandum of understanding described by Section 531.055, Government Code.

(b) On receipt of a referral under Section 53.01(b-1), a community resource coordination group, a local-level interagency staffing group, or another community juvenile services provider shall evaluate the child's case and make recommendations to the juvenile probation department for appropriate services for the child and the child's family.

(c) The probation officer shall create and coordinate a service plan or system of care for the child or the child's family that incorporates the service recommendations for the child or the child's family provided to the juvenile probation department under Subsection (b). The child and the child's parent, guardian, or custodian must consent to the services with knowledge that consent is voluntary.

(d) For a child who receives a service plan or system of care under this section, the probation officer may hold the child's case open for not more than three months to monitor adherence to the service plan or system of care. The probation officer may adjust the service plan or system of care as necessary during the monitoring period. The probation officer may refer the child to the prosecuting attorney if the child fails to successfully participate in required services during that period; and

WHEREAS, this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the Juvenile Justice system and utilizing community resources.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's recommendation to implementation of House Bill 1204.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017,

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

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017

To: Dallas County Juvenile Board

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

Re: Interlocal Agreement with University of Texas Southwestern Medical Center (UTSW) for Psychological Services

BACKGROUND OF ISSUE:

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

The Juvenile Board approved an inter-local agreement with the University of Texas Southwestern Medical Center in October 2014 for the term of one year effective September 1, 2016 to August 31, 2017. The Juvenile Department desires to continue the inter-local agreement with the University of Texas Southwestern Medical Center; the purpose of this briefing is to request the Juvenile Board's approval to renew the inter-local agreement with UTSW for the purchase of adjunctive psychological services in the amount of \$69,705 for the term of one year effective September 1, 2017 to August 31, 2018.

OPERATIONAL IMPACT:

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

STRATEGIC PLAN COMPLIANCE:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources around Dallas County, and working on community partners to assist in treating the needs of juveniles.

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

LEGAL IMPACT:

The agreement has been approved as to form by the Dallas County Juvenile Department's legal advisor, Denika Caruthers.

FINANCIAL IMPACT:

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

PROJECT SCHEDULE:

The term of the inter-local agreement is from September 1, 2017 through August 31, 2018.

RECOMMENDATION:

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

Recommended By:



Dr. Terry S. Smith
Dallas County Juvenile Department

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

AND

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

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

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

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

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

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

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

1. TERM

The term of this Agreement shall be effective from September 1, 2017 through August 31, 2018.

2. RELATIONSHIP OF THE PARTIES

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

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

3. SCOPE OF WORK

A. RESPONSIBILITIES OF UT SOUTHWESTERN

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

psychology, including but not necessarily limited to the following:

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

B. RESPONSIBILITIES OF THE DCJD

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

4. TERMINATION

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

5. NOTICE

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

DCJB/DCJD:

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

UT SOUTHWESTERN:

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

6. INDEMNIFICATION

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

7. INSURANCE

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

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

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

- 1) Workers' Compensation Self-Insurance. Meeting the statutory requirements of the Texas Workman's Compensation Act;
- 2) Professional Liability Insurance. Pursuant to The University of Texas System Professional Medical Liability Benefit Plan, UT Southwestern will maintain coverage in the amounts of \$100,000 per claim and \$300,000 annual aggregate covering the duties performed under and during the term of this Agreement by UT Southwestern, with certificates of insurance evidencing such coverage to be provided to the County upon request.
- 3) General Liability. Because UT Southwestern is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UT Southwestern (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.
- 4) Comprehensive Automotive Liability Insurance. Covering UT Southwestern owned vehicles, with the minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000) per accident for property damages.

- C. UT Southwestern shall notify County in the event of any change in any applicable coverages and shall give such notices not less than forty-five (45) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance if applicable.
- D. Approval, disapproval or failure to act by the County regarding any insurance supplied by UT Southwestern shall not relieve UT Southwestern of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate UT Southwestern.

8. SUBCONTRACTING

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

to the fullest extent possible.

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

9. CHOICE OF LAWS AND VENUE

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

10. AMENDMENTS AND CHANGES IN THE LAW

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

11. SEVERABILITY

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

12. ENTIRE AGREEMENT

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

13. BINDING EFFECT

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

14. FEDERAL FUNDED PROJECT

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

15. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

16. ASSIGNMENT

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

17. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

18. SOVEREIGN IMMUNITY

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

19. PREVENTION OF FRAUD AND ABUSE

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

20. FISCAL FUNDING CLAUSE

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

21. CONFIDENTIALITY AND RECORDS

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

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

22. PROMPT PAYMENT ACT

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

23. FORCE MAJEURE

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

24. TRANSITION SERVICES

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

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

25. TITLE VI ASSURANCES

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

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

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

26. PUBLIC INFORMATION

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

27. SIGNATORY WARRANTY

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


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

EXECUTED IN QUADRUPLICATE THIS _____ DAY OF _____ 2017.

DCJB

UT SOUTHWESTERN:

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



BY: Shawn Cohenour
Director, Contracts Management

RECOMMENDED BY:

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

APPROVED AS TO FORM:

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

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: The University of Texas Southwestern Medical Center



Signature, Authorized Representative of Contractor



Date

Shawn Cohenour, Director - Office of Contracts Management
Title

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: August 28, 2017

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 August, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

NAME

NAME

NAME

NAME

NAME

NAME

NAME

NAME

NAME

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

WHEREAS, the Dallas County Juvenile Board was briefed on August 28, 2017, regarding the request to approve the inter-local agreement renewal with UTSW for the purchase of adjunctive psychological services; and

WHEREAS, the inter-local agreement provisions state that the number of hours of services be a minimum of 5,155 hours; and

WHEREAS, the total inter-local agreement is \$69,705 annually. Funding through the Texas Juvenile Justice Department State Aid under mental health/other professional services; and

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

WHEREAS, the inter-local agreement/ inter-local agreement period from September 1, 2017, through August 31, 2018, and payment for these services will be made in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 *Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources around Dallas County, and working on community partners to assist in treating the needs of juveniles.*

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Inter-local Agreement between the Juvenile Department and the University of Texas Southwestern Medical Center, to ratify the annual inter-local agreement amount not to exceed \$69,705 for the term of September 1, 2017, through August 31, 2018, and authorizes the Chairman of the Juvenile Board to sign the agreement and related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Contract Renewal with Kaufman County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Background of Issue:

In March 2016, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Kaufman County, Laura Peace, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. Kaufman County, which borders Dallas County to the southeast, does not have a Detention Center; and had been contracting with Hunt County to supervise youth from Kaufman County who are in need of secure detention. Chief Peace had been informed that the Juvenile Board of Hunt County had decided to close their detention center effective June 30, 2016; which left Kaufman County with no place to house their youth requiring pre-court detention. Therefore, Dallas County Juvenile Department did enter into a contract with Kaufman County to provide pre-adjudication detention services for youth in their county that they deemed appropriate for secure detention. The Dallas County Juvenile Board approved this contract in June 2016; to begin on July 1, 2016 and remain in effect until August 31, 2017. This contract is now expiring, and Kaufman County continues to have an interest in contracting for pre-adjudication detention services. They are requesting that the contract be renewed for another year from September 1, 2017 to August 31, 2018.

Impact on Operations and Maintenance:

There has been no significant impact on detention operations as a result of contracting out pre-adjudication beds to Kaufman County. Since this contract began, there have been 151 Kaufman County youth admitted to our facility. This has amounted to an average of 4 youth per day. The average length of stay for these youth has been 9.7 days. The Kaufman County referrals have not resulted in a need for additional staff resources, as these few youth do not substantially affect mandated supervision ratios. These referrals actually benefit our department from an educational standpoint, as the Charter School average daily population is higher when these youth are in attendance and our state funding is based on youth attendance numbers. Since all Court appearances for these youth occur in Kaufman County, no judicial resources are expended. Kaufman County incurs all transportation obligations as well. Finally, there is an appreciable financial benefit to Dallas County, as the contract sets the per diem at \$140/day for each out of county referral. This is higher than the state rate of \$110/day, but is appropriate based on the quality and breadth of services that our detention center offers compared to other pre-adjudication facilities.

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, while assisting surrounding counties with services for their youth

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

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 Kaufman County Juvenile Board Chairperson Judge Dennis Jones.

Financial Impact/Considerations:

Kaufman County Juvenile Department will be responsible for the daily rate of \$140 per day per youth for every youth 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. For the nearly 14 months of the initial contract (July 1, 2016 to August 17, 2017), Dallas County Juvenile Department has received \$198,940 in revenue from Kaufman County for the detention of their youth in our facility. This revenue is utilized to offset placement costs.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's proposed contract renewal with the Kaufman County Juvenile Department to house that County's youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center from September 1, 2017 to August 31, 2018.

Recommended by:



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

COUNTY OF DALLAS §

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

September 1, 2017 to August 31, 2018

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 Kaufman County Juvenile Board acting by and through its duly authorized representatives (herein referred to as CONTRACT County), to be effective September 1, 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 youth 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. The Dallas County Juvenile Department has capped the total amount of beds to be contracted for all counties at sixteen (16). Any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.

(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

21 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.

- 22 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 TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
 3. With respect to children placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.
- 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 Deleted by Agreement.

ARTICLE VIII
SOVEREIGN 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 28 day of August, 2017, to be effective September 1, 2017, 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

BY: Clay Jenkins, County Judge
and Presiding Officer of Said Court
Dallas County, Texas

Kaufman County Juvenile Board:



BY: Presiding Officer

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:

Kaufman County Juvenile Probation

D. J. [Signature]
Signature, Authorized Representative of Contractor

8/17/17
Date

Judge, Champerson
Title

JUVENILE BOARD ORDER

ORDER NO: 2017 -XXX
DATE: August 28, 2017
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 August, 2017, 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 Kaufman County Juvenile Department has requested a renewal of their contract with Dallas County for Pre-Adjudication detention beds for youth in their county that require pre-court secure detention; and

WHEREAS, since the initial contract began on July 1, 2016, there have been 151 Kaufman County youth admitted to our facility. This has amounted to an average of 4 youth per day. The average length of stay for these youth has been 9.7 days; and

WHEREAS, there is minimal operational impact to Dallas County as a result of this contract, since the small number of additional youth in our facility fall within our current staffing ratios; and Kaufman County handles all judicial and transportation obligations and costs; and

WHEREAS, the contract renewal with Kaufman County would be in effect from September 1, 2017 to August 31, 2018; and requires 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 also require the signatures of the Juvenile Board Chair of Dallas County, the County Judge of Dallas County, and the Juvenile Board Chairperson of Kaufman County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's recommendation to enter into a contract renewal with Kaufman 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 Kaufman County.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017,

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Contract with Dallas Metrocare Services for In-Home Therapeutic Services

Background of Issue:

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

On September 24, 2012, under Board Order No. 2012-093, the Dallas County Juvenile Board approved the Juvenile Department's request to discontinue the FPP service delivery model and to utilize the grant funds to support an additional therapeutic team for the Special Needs Unit (SNU). As with the FPP model, the Juvenile Department provided a probation officer and a therapist was provided by DMS through a professional services contract. The term of the most recent professional services contract was September 1, 2016, through August 31, 2017. The total amount of the professional services contract with DMS is \$71,400, funded by the Texas Juvenile Justice Department State Aid Grant.

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

Impact on Operations and Maintenance:

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

Strategic Plan Compliance:

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

Legal Impact:

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

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

Fiscal Impact:

The total amount of the FY2018 professional services contract with DMS is \$71,400, under the Texas Juvenile Justice Department State Aid Grant. If the contract is automatically renewed for FY2019, it will also be funded under the Texas Juvenile Justice Department State Aid Grant. The financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the professional services contract with Dallas Metrocare Services for in-home therapeutic services during FY2018 at an amount not to exceed \$71,400.

Recommended by:



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

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

**CONTRACT FOR PROFESSIONAL SERVICES
2017 – 2018**

BETWEEN

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

AND

DALLAS METROCARE SERVICES

1. PURPOSE:

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

2. TERM:

The term of this contract will be from September 1, 2017 through August 31, 2018. This Contract may be renewed for one additional year under the same terms and conditions unless one (1) or more of the parties decline to renew this Contract by providing written notice to all parties hereto at least ninety (90) days prior to the expiration of this Contract, or the Contract is terminated sooner pursuant to its terms. All renewals must be in writing and signed by both 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 DCJB.

4. ORDER OF PRECEDENCE:

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

5. SCOPE OF WORK:

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

6. OBLIGATIONS OF THE CONTRACTOR:

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

7. BILLING AND REIMBURSEMENT:

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

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

8. EXAMINATION OF PROGRAM AND RECORDS:

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

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

9. ASSURANCES:

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

franchise tax status shall constitute grounds for immediate termination of the Contract, at the sole option of the County;

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

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

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

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

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

11. TERMINATION:

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

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

12. NOTICE:

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

County / DCJB

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

Contractor

Glamaris Gonzalez, Contracts Monitor
Dallas Metrocare Services
1345 River Bend Dr. Suite 200
Dallas, Texas 75247-6943
Phone: 214-743-1212
Fax: 214-630-3469
Email:
glamaris.gonzalez@metrocareservices.org

13. INSURANCE AND INDEMNIFICATION:

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

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

To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless, Indemnities against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real or personal), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform operations or work under the Contract by Contractor or any of Contractor's Invitees; and (2) the presence on the Property of Contractor or its subcontractors, employees, suppliers, vendors, or any other person acting by or on behalf of Contractor. Contractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim demand, action or suit for which indemnification is provided hereunder.

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

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

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

14. INSURANCE REQUIREMENTS:

- A. The contractor shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract and any extension thereto. Such minimum insurance coverage shall be in the amounts and in full compliance with the following terms and conditions, but only to the extent available at reasonable costs from Contractor's insurance carrier:
 - 1) **Workers' Compensation Insurance** in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all employees assigned to operate or work under this Contract. In the event the Contractor elects and the County

approves Contractor to sublet any work, Contractor shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protections.

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

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

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

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

- B. Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will state or contain the following required applicable provisions:
 - 1) "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given by the insurance company to the County."
 - 2) "Juvenile Board of Dallas County, Dallas County, County Commissioners, County Judge, the County's elected officials, directors, employees, agents, representatives and volunteers are added as additional insured with respect to operations and activities of, or

on behalf of the named insured performed under this contract with the Owner.” This provision is not applicable to the workers’ compensation policy.

- 3) “It is agreed that the inclusion of one or more persons, corporations, organizations, firms or entities as insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.”
 - 4) “This policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company’s limits of liability as set forth elsewhere in the policy.”
 - 5) Waiver of subrogation, waiving the issuing insurance company’s right of recovery against the County.
- C. Workers’ compensation insurance must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor’s policy or under the policy provided by an subcontractor. Contractor shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract.
- By signing this Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of the Contractor who will provide services under this Contract will be covered by workers’ compensation coverage for the duration of this Contract. Contractor further represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Workers Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- D. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount and in the event that an insurance company should deny coverage. All insurance coverage shall be on a claim made basis unless specifically approved in writing and executed by the County’s Director and Risk Manager.
- E. It is the intent of these requirements and provisions that insurance cover all cost and expense so that neither the County nor the Dallas County Juvenile Board will sustain any expense, cost, liability or financial risk as a result of the insured’s performance of services under this Contract.
- F. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company’s right of recovery against the 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.

- G. Insurance certificates - The certificates of insurance shall list Dallas County as the certificate holder. All certificates of insurance shall be identified with the RFP number. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with the County within ten (10) days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.
- H. All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A+ or better by A.M. Best Co. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
- I. If contractor and/or subcontractors fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance, to the extent reasonably priced, and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.
- J. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions, **in addition to any and all other remedies Dallas County or Dallas County Juvenile Board** may have upon Contractor's failure to provide and maintain any insurance or policy endorsements, County shall have the right:
- 1) To order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - 2) To withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is not liability to County for failure to provide such required insurance.
 - 3) At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
 - i. termination of this Contract;
 - ii. demand on any bond, as applicable;

- iii. the right of the County to complete this contract by contracting with the "next low bid." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
- iv. any combination of the above.

This provision shall survive Contract termination.

- K. Contractor shall advise County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.
- L. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- M. Acceptance of the final products by County or Dallas County Juvenile Board shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work product prepared by said Contractor, its employees, subcontractors, and agents.
- N. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.
- O. The "Juvenile Board of Dallas County" and "Dallas County" shall be named as additional beneficiaries on such policies, and all such policies shall provide for thirty (30) days prior written notice to the County prior to amendment, cancellation or termination. Contractor shall be solely responsible for all cost of any insurance as required herein; and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.

15. SUBCONTRACTING:

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

16. CHOICE OF LAWS AND VENUE:

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

17. AMENDMENTS AND CHANGES IN THE LAW:

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

18. SEVERABILITY:

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

19. SIGNATORY WARRANTY:

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

20. ENTIRE AGREEMENT:

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

21. BINDING EFFECT:

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

22. FEDERAL FUNDED PROJECT:

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

23. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

24. ASSIGNMENT:

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

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

26. SOVEREIGN IMMUNITY:

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

27. PREVENTION OF FRAUD AND ABUSE:

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or Program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for

appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

28. FISCAL FUNDING CLAUSE:

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

EXECUTED THIS _____ DAY OF _____, 2017.

DALLAS COUNTY:

CONTRACTOR:

Clay Jenkins, Dallas County Judge

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

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

RECOMMENDED:

APPROVED AS TO FORM:

BY: Dr. Terry Smith
Director, Juvenile Department

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration, the U.S. Department of Health or Human Services, or the U.S. Department of Education may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

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

Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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

C. Representations/Warranties

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

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

D. Title VI Complaints

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building

Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. Enforcement

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

Contractor's Full Name: DALLAS METROCARE SERVICES


Signature _____
Authorized Representative of Contractor

8/1/2017
Date

Chief Executive 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

Certificate Number:
2017-239242

Date Filed:
07/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dallas County MHMR dba Metrocare Services
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-36
In-Home Therapeutic Services (Special Needs Therapist)

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.

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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John W. Burruss, this the 1st day of August, 2017, to certify which, witness my hand and seal of office.

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Juvenile Department has collaborated with the Dallas Metrocare Services for the provision of in-home therapeutic services since FY 2005; and
- WHEREAS,** on September 24, 2012, the Juvenile Board approved the Department's request to discontinue the In-Home Family Preservation (FPP) service model to allow for an additional in-home therapeutic team in the Special Needs Unit (SNU); and
- WHEREAS,** the initiative allows an additional probation officer to team with a therapist provided by Dallas Metrocare Services under a professional services contract; and
- WHEREAS,** the term of the most recent contract was September 1, 2016, through August 31, 2017; and
- WHEREAS,** the Juvenile Department requests approval for renewing the professional services contract with Dallas Metrocare Services for FY2018; the term of this new contract will be from September 1, 2017, through August 31, 2018, with an option to automatically renew for one additional year under the same terms and conditions outlined; and
- WHEREAS,** this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System, and keeping youth closer to home; and
- WHEREAS,** the contract with the Dallas Metrocare Services was approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Legal Advisor; and

WHEREAS, the total cost of the FY2018 professional services contract with DMS is \$71,400 which will be funded by the Texas Juvenile Justice Department State Aid Grant; if the contract is automatically renewed for FY2019, it will also be funded under the Texas Juvenile Justice Department State Aid Grant; the financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

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

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices – University of Texas Southwestern Medical Center Police Department, Glenn Heights Police Department, and University Park Police Department

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 apprise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The University of Texas (UT) Southwestern Medical Center Police Department maintains Juvenile Processing Offices in Rooms BLC 206, BLC 214 and BLC 228 which are located at 6303 Forest Park Road, Dallas, Texas 75390. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board.

The mailing address for the UT Southwestern Medical Center Police Department is listed as 5323 Harry Hines Blvd., Dallas, Texas 75390. The processing offices are located at the UT Southwestern Medical Center Police Department's physical address of 6303 Forest Park Road, Dallas, Texas 75390.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the UT Southwestern Medical Center Police Department's Juvenile Processing Offices, Rooms BLC 214 and BLC 228, were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on July 19, 2017. The agency requested the deletion of the previously approved Juvenile Processing Office, Room BLC 206, during this site visit. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas were clearly identified with affixed signage.

In calendar year 2016, the UT Southwestern Medical Center Police Department made no referrals to the Dallas County Juvenile Department.

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

The mailing address for Glenn Heights Police Department's Patrol Squad Room and CID Office is located at 550 E. Bear Creek, Glenn Heights, TX 75154. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Glenn Heights Police Department was personally inspected by Roger Taylor, Manager of Probation Services on July 21, 2017, it was previously designated as approved Juvenile Processing Offices on August 24, 2014 by this Department and the Dallas County Juvenile Board. During the visit, it was determined that the Glenn Heights Police Department continues to use the Patrol-Squad Room and CID Office as Juvenile Processing Offices. The previously designated Book In – Live Scan Room and the Interview Room have not been used as Processing Offices and will be removed as an approved location. The site was determined to be suitable as a Juvenile Processing Office, and the designated areas were clearly identified with affixed signage as "Juvenile Processing Room".

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Detective Gene Yates, 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 and Delinquency 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 2016, the Glenn Heights Police Department referred 8 juveniles to the Dallas County Juvenile Department. Of the 8 referrals, 4 (50%) were Black, 3 (37.5%) were White, and 1 (12.5%) was Hispanic. Of the 8 referrals, 6 (75%) were male and 2 (25%) were female.

The University Park Police Department maintains Juvenile Processing Office CID Room 215 located at 3800 University Blvd. University Park, Texas 75205. The room was previously designated as an approved Juvenile Processing Office on August 24, 2015, 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 University Park Police Department's Juvenile Processing Office located at 3800 University Blvd., University Park, Texas 75205 was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on July 19, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was 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, Lt. John Ball, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code §52.025, the Juvenile Justice and Delinquency 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 2016, the University Park Police Department referred 8 juveniles to the Dallas County Juvenile Department. Of the 8 referrals, 6 (75%) were White, 1 (12.5%) was Hispanic and 1 (12.5%) was Black. Of the 8 referrals, 6 (75%) were male and 2 (25%) were female.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to Lt. Adam Jones, 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 and Delinquency 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.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates.

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,
- (3) Photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (4) 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,
- (5) Required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.

- (6) 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.
- (7) All administrative steps necessary subsequent to taking a child into custody.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the renewal of Juvenile Processing Offices Rooms BLC 214 and BLC 228 and delete Room BLC 206, for the UT Southwestern Medical Center Police Department located at 6303 Forest Park, Dallas, Texas 75390.

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Offices, Patrol-Squad Room and CID Office, and the removal of the Book In – Live Scan Room and the Interview Room as designated Juvenile Processing rooms, for the Glenn Heights Police Department located at 550 E. Bear Creek, Glenn Heights, Texas 75154.

The Juvenile Department also recommends the Juvenile Board approve the Juvenile Processing Office, CID Room 215, for the University Park Police Department located at 3800 University Blvd., University Park, Texas 75205.

Recommended by:


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

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 8/1/17)**

- | | |
|---|--|
| 1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg | 7) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048 |
| 2) Barbara Bush Middle School
room #D103 labeled as "Certified Juvenile Processing Room"
515 Cowboy Parkway
Irving, TX 75063
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429 | 8) Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Deputy Chief Howard Hollins 214-947-7711 |
| 3) Balch Springs Police Department
Room #1 Juvenile Room and Interview Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958 | 9) City of Combine Municipal Court &
Combine Police Department
Chief's Office #101 & Judge's Office #102
123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell) |
| 4) Baylor Health Care Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlana Colvin | 10) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141 |
| 5) Carrollton Police Department
Rooms 157-JPO1,138-JPO2
137-JPO3,136-JPO4, 135-JPO5
2025 Jackson Road
Carrollton, TX 75006
Sgt. Sheldon Blackwell 972-466-4328 | 11) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593 |
| 6) Cedar Hill ISD Police Department
Briefing/Training Office
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088 | 12) Dallas County Community College Police
Department / Room N112E
Eastfield College – Main Campus
3737 Motley Dr.
Mesquite, Texas 75150
Commander Michael Horak 972-860-8344 |

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

214-698-2200 Office

- 13) Dallas County Community College Police
Department / Room 112N
Eastfield College – Pleasant Grove Campus
802 S. Buckner Blvd.
Dallas, Texas 75217
Commander Michael Horak 972-860-8344
- 14) Dallas County Community College Police
Department
Pecos Hall – Rooms P161, P163, P170, P172
Kiowa Hall – Room K110
Richland College Campus
12800 Abrams Road
Richardson, Texas 75243
Lt. C. Sena 972-761-6758
- 15) Dallas County Hospital District P.D.
Police Roll Call Room
5201 Harry Hines Blvd. Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 16) Dallas County Juvenile Justice Department
Detention Center and Probation Department
Detention Center Room B109
Henry Wade Juvenile Justice Department
2600 Lone Star Drive
Dallas, TX 75212 214-698-2200
- 17) Dallas County Schools Police Department
Juvenile Processing Room
8035 E. R.L. Thornton Freeway, suite 111
Dallas, TX 75228
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 18) Dallas County Sheriff's Department
Rooms C3-6 & C3-7
Frank Crowley Courts Building
133 North Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 19) Dallas Independent School District P.D.
Holding Rooms A&B, Report Room, Shift
Briefing Room
1402 Seegar Street Dallas, TX 75215
Deputy Chief Gary Hodges (by
Communications Manager Wilford Davis)
214-932-5610 or 214-932-5613
- 20) Dallas P.D.- Specialized Investigations
Division – Operations Unit
1400 S. Lamar St.
Dallas, TX 75215
Lt. Michael Woodbury/Detective R.P. Dukes
214-671-4250/214-671-4255
- 21) Desoto P.D.
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 22) DFW Airport Department of Public Safety
CID Conference Room, CID Interview Room 1,
and Patrol Conference Room
2900 East 28th Street
Airport, TX 75261
Sgt. Kara Cooper 972-973-3561

- 23) Duncanville ISD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429
- 24) Duncanville High School
"Juvenile Processing Center"
Rooms L105, L105A, A118, B167 & B167B, J112
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 25) Duncanville Kennemer Middle School
Room labeled as "Juvenile Processing Center"
7101 W. Wheatland Road
Dallas, TX 75249
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429
- 26) Duncanville Police Department
Juvenile Processing Room, located in Lobby
203 E. Wheatland Road
Duncanville, TX 75116
Det. Kalef Jefferson 972-780-5037
- 27) Duncanville ISD - Reed Middle School
"Juvenile Processing Center" Room # 509
530 E. Freeman Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429
- 28) Farmers Branch Police Department
Juvenile Sect Rm. /Rm. 156
Interview Room 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt. T. Eoff 972-919-9352
- 29) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 30) Glenn Heights Police Department
Patrol- Squad Rm & CID Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Gene Yates 972-223-1690x248
Gene.yates@glennheightstx.gov
- 31) South Grand Prairie High School
Room A122
301 W. Warrior Trail
Grand Prairie, TX 75052
Chris Moore, S.R. Officer 972-522-2560
- 32) South Grand Prairie High School
Dr. Vern Alexander Bldg., Room 101E
305 W. Warrior Trail Grand Prairie, TX 75052
Clint Blessing, S.R. Officer 972-237-4701
- 33) Grand Prairie High School
Room 501
101 High School Drive
Grand Prairie, TX 75050
Edward Rahman, S.R. Officer 972-809-5707
- 34) Grand Prairie Johnson D.A.E.P.
Room 13
650 Stonewall Drive
Grand Prairie, TX 75052
Louis Whittington, S.R. Officer 972-262-7244

- | | |
|--|---|
| <p>35) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010 & 1029
1525 Arkansas Lane
Grand Prairie, TX 750502
Officer Teresa Coomes 972-237-8746</p> | <p>41) Lancaster ISD P.D.
Elsie Robinson Middle School
Juvenile Processing Room LISD Police #86
822 W. Pleasant Run
Office Keith Wilkerson 972-218-3086</p> |
| <p>36) Grand Prairie Young Men's Leadership Academy at Kennedy Middle School
Room C110C
2205 SE 4th Street
Adrian Gilmore, S. R. Officer 972-522-3688</p> | <p>42) Lancaster ISD P.D.-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Sam Allen 469-261-8889</p> |
| <p>37) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance 214-559-9306</p> | <p>43) Lancaster ISD P.D.-Lancaster High School
'Juvenile Processing Office'
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889</p> |
| <p>38) Hutchins Police Department
Patrol/Briefing Room
205 W. Hickman
Hutchins, TX 75141
Sgt. Frank Garcia 972-225-2225</p> | <p>44) Lancaster P.D.
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
Assistant Chief W.C. Smith 972-218-2726</p> |
| <p>39) Irving Police Department
Juvenile Holding Area, Interview Lineup
Report Writing Room, Report Writing Room,
Community services Division School Resource
Office, Juvenile Intake Lobby & Youth
Investigators Office
305 N. O'Connor Rd. Irving, TX 75061
Lt. Monty Vincent 972-721-2456
Lt. Byron Keyes 972-721-3610
Invest. Jerry Sanderford 972-721-3731</p> | <p>45) Methodist Health System P.D.
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
Sgt. Det. Mary Manzay 214-947-8802</p> |
| <p>40) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Monty Vincent 972-721-2456</p> | <p>46) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045 & 4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. Mitch Kovalcik 972-216-6796</p> |

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

214-698-2200 Office

- 47) Ranch View High School
"Juvenile Processing Office" room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025
- 48) Richardson P.D.
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 49) Rowlett Police Department
Room 3, Juvenile Processing Room
4401 Rowlett Road
Rowlett, TX 75088
Lt. David Nabors 972-412-6215
Detective David Mayne 972-412-6292
- 50) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823
- 51) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360
- 54) UT Southwestern Medical Center Police Dept.
Room BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Adam Jones 214-633-1633
- 55) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, 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 University of Texas Southwestern Medical Center Police Department maintains Juvenile Processing Offices, Rooms BLC 206, BLC 214 and BLC 228 which are located at 6303 Forest Park Road, Dallas, Texas 75390. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board; and

WHEREAS, the mailing address for the University of Texas Southwestern Medical Center Police Department is listed as 5323 Harry Hines Blvd., Dallas, Texas 75390. The processing offices are located at the UT Southwestern Medical Center Police Department's physical address of 6303 Forest Park Road, Dallas, Texas 75390; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, Rooms BLC 214 and BLC 228, were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on July 19, 2017. The agency requested the deletion of the previously approved Juvenile Processing Office, Room BLC 206, during this site visit. The sites were determined to be suitable as Juvenile Processing Offices, and the designated areas were clearly identified with affixed signage; and

WHEREAS, the University of Texas Southwestern Medical Center Police Department's Juvenile Processing Offices comply with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates; 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Offices, Rooms BLC 214 and BLC 228, for the University of Texas Southwestern Medical Center Police Department located at 6303 Forest Park Road, Dallas, Texas 75390.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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: 2017-XXX

DATE: August 28, 2017

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 August, 2017, 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 Glenn Heights Police Department, Patrol-Squad Room and CID Office, located at 550 E. Bear Creek, Glenn Heights, TX 75154 was previously designated as approved Juvenile Processing Offices on August 24, 2014 by this Department and the Dallas County Juvenile Board; and

WHEREAS, in In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Glenn Heights Police Department was personally inspected by Roger Taylor, Manager of Probation Services on July 21, 2017; and

WHEREAS, during the visit, it was determined that the Glenn Heights Police Department continues to use the Patrol-Squad Room and CID Office as a Juvenile Processing Office. The previously designated the Book In – Live Scan Room and Interview Room have not been used as Processing Offices and will be removed as an approved location. The site was determined to be suitable as a Juvenile Processing Office, and the designated areas were clearly identified with affixed signage as "Juvenile Processing Room"; and

WHEREAS, this Juvenile Processing Office at the Glenn Heights Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates; 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 approve the renewal the Juvenile Processing Offices, Patrol-Squad Room and CID Office, and the removal of the Book In – Live Scan Room and the Interview Room as designated Juvenile Processing rooms, for the Glenn Heights Police Department located at 550 E. Bear Creek, Glenn Heights, Texas 75154.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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 Shannon, Chair
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, 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 University Park Police Department maintains a Juvenile Processing Office, CID Room 215 located at 3800 University Blvd., University Park, Texas 75205. The room was previously designated as an approved Juvenile Processing Office on August 24, 2015, by the Juvenile 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, the University Park Police Department's Juvenile Processing Office, CID Room 215, was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on July 19, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage; and

WHEREAS, the University Park Police Department's Juvenile Processing Office complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*, by ensuring local law enforcement agencies adhere to Federal and State legislative mandates; 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Office, CID Room 215, for the University Park Police Department located at 3800 University Blvd., University Park, Texas 75205.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Ratification of Approval of University of Oklahoma Health Sciences Center Agreement for Training and Technical Assistance with OJJDP Youth with Sexual Behavior Problems Grant

Background of Issue:

On April 4, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board approved the ratification of the Youth with Sexual Behavior Problems Grant Application.

On September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award is additional training and technical assistance provided by the University of Oklahoma Health Sciences Center (OUHSC). The purpose of this briefing is to request authorization to execute the attached agreement between OUHSC and the Dallas County Juvenile Department.

Impact on Operations and Maintenance:

OUHSC will provide Training and Technical Assistance through their OJJDP award, which is funded by the National Center on the Sexual Behavior of Youth (NCSBY). The OUHSC team, under the leadership of Dr. Jane Silovsky, will provide training and technical assistance in PSB-CBT, or Problematic Sexual Behavior-Cognitive Behavioral Therapy. OUHSC will address specific technical assistance of juvenile probation and promising practices for youth with problematic sexual behavior, assessment tools, trauma-informed practices, engaging caregivers and overcoming barriers, motivational interviewing, and collaborative engagement across systems. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program.

Strategic Plan Compliance:

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

Legal Information:

This Agreement has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and the Title VI form has been signed per requirements. The agreement requires the signature of the Chair of the Juvenile Board and the Authorized Representative.

Financial Impact/Considerations:

There is no cost associated with offered services, thus there is no financial impact on the Juvenile Department or the County.

Performance Impact Measures:

Performance measures reporting is not a requirement for this agreement. However, per OJJDP requirements for the awarded grant, the Dallas County Juvenile Department must provide data measuring the results of the work done under grant 2016-MU-MU-K046, or the Youth with Sexual Behavior Problems grant.

Project Schedule/Implementation:

The agreement will take place throughout the project period, from February 1, 2017 through September 1, 2018.

Recommendation:

It is recommended that the Juvenile Board ratify approval for the Agreement with the University of Oklahoma Health Sciences Center. It is further recommended that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board and authorize the Dallas County Judge to sign this grant related document.

Recommended by:



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

AGREEMENT BETWEEN OUHSC AND DALLAS COUNTY JUVENILE DEPARTMENT

C Account Number: C3114301
 OUHSC Principal Investigator: Jane Silovsky

THIS AGREEMENT is entered into by and between the Board of Regents of the University of Oklahoma, Health Sciences Center ("Contractor"), and County of Dallas Juvenile Department ("CDJD") to perform the services on Grant No.2016-MU-MU-K053 as outlined below. This Grant titled "Youth with Problematic Sexual Behavior Program" ("Award") was awarded to Contractor on behalf of Jane Silovsky ("OUHSC Principal Investigator") by Office of Juvenile Justice and Delinquency Prevention ("OJJDP").

A. Contractor agrees to provide the following service(s) to CDJD upon CDJD'S request for them, or as specified herein:

Attachment A.

B. Contractor will provide reports as follows: N/A

C. Period of performance for this Agreement shall be February 1, 2017 through September 1, 2018. Any agreement to change the terms of this Agreement, including but not limited to extensions and renewals, shall be valid only if the change is made by mutual agreement and approved in writing by an authorized official of each party.

D. Contractor agrees that any obvious or identified confidential or proprietary information, including but not limited to medical records, will be kept confidential and shall not be disclosed to any third party without specific written permission from CDJD.

E. As applicable, the provisions of Executive Order 11246, as amended and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

F. Upon request of Contractor, CDJD shall permit any representative of the State, Contractor, or other authorized agency with jurisdiction over the Contractor to conduct a site visit and inspect and audit the books and records of CDJD related to the services, items, or responsibilities provided or to be provided hereunder.

G. This award is subject to 41 U.S.C. Section 4712. The statute (41 U.S.C. Section 4712) states that an "employee of a CDJD, sub-contractor, grantee (or subgrantee) may not be discharged, demoted,

or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

H. This Agreement may be terminated by either party without penalty or prejudice with thirty (30) days prior written notice to the other party. This agreement shall terminate immediately in the event the supporting Award expires or is terminated. Either party may terminate this Agreement immediately upon written notice to the other party in the event of material breach of this Agreement.

I. To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations and amendments apply to the functions or activities of the Board of Regents of the University of Oklahoma, the Business Associate ("BA"), for or on behalf of you, your officers, and employees (collectively, "Covered Entity"), agree to these terms. Business Associate acknowledges that it may have or obtain access to protected health information ("PHI"), some of which may be Electronic Protected Health Information ("Electronic PHI" or "ePHI") (both as defined in HIPAA).

Definitions:

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Board of Regents of the University of Oklahoma.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the entity whose name appears below.

HIPAA. "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended, and related regulations, including the HITECH Act (42 U.S.C. & 300 et seq.).

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

I. Obligations of Business Associate:

Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as Required by Law. Specifically, Business Associate agrees it will and will require its employees, agents, vendors, and subcontractor to:

- (a) Use or further Disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to HIPAA;
- (b) Implement and document appropriate technical, physical, and administrative safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of PHI other than as provided for by this Agreement, and to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with HIPAA;
- (c) Implement and document administrative safeguards to protect Covered Entity's PHI and to prevent, detect, contain, and correct Security violations in accordance with HIPAA;

- (d) Not Use or Disclose or otherwise make available CE's PHI to any entity or individual who is not subject to the laws of the United States without CE's knowledge;
- (e) Not receive remuneration from a third party in exchange for Disclosing PHI received from or on behalf of Covered Entity;
- (f) In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, require that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (g) Report to Covered Entity any Use or Disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable upon becoming aware of it but not later than five (5) business days from discovery, and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a Use or Disclosure made in violation of this Agreement;
- (h) Promptly report to Covered Entity any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI, as well as any breaches of Unsecured PHI as required by 45 CFR 164;
- (i) With the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) business days, upon the discovery of a Breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or Disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in any notification to Individuals under 45 CFR § 164.404(c), at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available;
- (j) Provide access in a timely manner to PHI maintained by Business Associate in a Designated Record Set to Covered Entity, or if directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- (k) Make PHI available in a timely manner to Covered Entity for amendment and incorporate any amendments to PHI maintained in a Designated Record Set by Business Associate in accordance with 45 CFR 164.526;
- (l) Document Disclosure of PHI maintained in a Designated Record Set by Business Associate and information related to such Disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI, in accordance with 45 CFR 164.528, and within five (5) business days of receiving a request from Covered Entity, make such Disclosure documentation and information available to OU. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity;
- (m) Make its internal practices, books, and records related to the Use and Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS, authorized governmental officials, and Covered Entity for the purpose of determining Business Associate's compliance with HIPAA. Business Associate shall give Covered Entity advance written notice of requests from DHHS or government officials and provide Covered Entity with a copy of all documents made available; and

Business Associate shall also ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or who create, receive, Use, Disclose, maintain, transmit, or have access to Covered Entity's

PHI on its behalf shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement.

II. Permitted Uses by Business Associate:

Except as otherwise provided in this Agreement, Business Associate may Use or Disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such Use or Disclosure of PHI would not violate HIPAA if done by Covered Entity. Business Associate may:

- (a) Use and Disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
- (b) Use or Disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the Disclosure is Required by Law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is Disclosed that such PHI will be kept confidential and will be Used or further Disclosed only as Required by Law or for the purpose(s) for which it was Disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- (c) Disclose PHI to report violations of law to appropriate federal and state authorities; or
- (d) Aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations.
- (e) Make Uses and Disclosures and requests for PHI consistent with Minimum Necessary policies and procedures.

III. Obligations of Covered Entity:

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity's Use or Disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- (d) Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- (e) Covered Entity shall provide to Business Associate only that PHI which Covered Entity is authorized to provide to Business Associate.

IV. Term and Termination:

- (a) Term. The Term of this Agreement shall be effective as of the date of the underlying Agreement and shall terminate on the date the underlying Agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If there is no underlying agreement, the term of this Agreement shall be until either party gives the other 60 days' written notice of termination.
- (b) Termination for Cause. The parties each authorize termination of this Agreement and any underlying agreement by the other if the party has violated a material term of this Agreement (and has not cured the breach or ended the violation within the time specified, if a cure period is provided).

- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. If feasible, return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with HIPAA with respect to PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
 5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (d) All other obligations of Business Associate under this Agreement shall survive termination.

V. Miscellaneous:

- (a) The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA and related laws and regulations.
- (b) Business Associate's Notice of Privacy Practices is available on its websites: www.ouhsc.edu and www.ou.edu. Covered Entity shall provide Business Associate with a current copy of its Notice of Privacy Practices on or before the effective date of this Business Associate Agreement.
- (c) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- (d) This Agreement embodies and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate Agreements, oral or written Agreements, commitments, and understandings pertaining to the subject matter hereof.

I. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

ATTACHMENT A

Contractor will provide Training and Technical Assistance (T/TA) through our OJJDP funded National Center on the Sexual Behavior of Youth (NCSBY). The T/TA is designed to facilitate the site's strategic planning, process of the Multidisciplinary Team (MDT), and implementation of a community-based, evidence-based practice (EBP) for youth with problematic sexual behavior (PSB), child victims, and their caregivers. The T/TA activities will address specific technical assistance on juvenile probation and promising practices for youth with PSB, assessment tools, trauma-informed practices, engaging caregivers and overcoming barriers, motivational interviewing, and collaborative engagement across systems.

The T/TA team will collaborate with the Site during the first two quarters of Year 01 to examine (a) their current community-based management system for youth with PSB, child victims, and their families, (b) goals for their OJJDP grant project, (c) barriers and supports for EBPs at the family, provider, agency, and system levels, (d) identification of key stakeholders, leaders, and experts in their community, (e) technology capacities for T/TA, and (f) existing EBPs models currently in place to support new implementation efforts. This multilevel assessment will be conducted within a short time frame develop T/TA goals and implement T/TA.

OUHSC T/TA will include reviewing recordings of therapy sessions and providing feedback on these sessions to assist the treatment team to accomplish their goals of provision of EBP for youth with PSB, child victims, and caregivers. Further, the Contractor's tasks include assisting with program evaluation. Data without identifiable names will be shared to assist with program evaluation purposes. Each site tracks referral, initial assessment, treatment information, and progress in treatment including measures of symptoms in the database. These recordings and program evaluation data will be transferred through encrypted processes (i.e., either secure file transfer systems electronically or on an encrypted flash drive) or direct access to the Site's network by the Contractor's T/TA team. The recordings are deleted after reviewing and feedback is provided by the T/TA team.

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.B. 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.

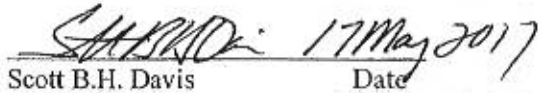
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to 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.

BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA,
HEALTH SCIENCES CENTER

 17 May 2017
Date

Scott B.H. Davis

Associate Director

Office of Research Administration

865 Research Parkway, URP 865-450

Oklahoma City, OK 73104

Email: HSCORA@ouhsc.edu

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

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

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, 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 April 4, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board approved the ratification of the Youth with Sexual Behavior Problems Grant Application; and

WHEREAS, on September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award is additional training and technical assistance provided by the University of Oklahoma Health Sciences Center (OUHSC). The purpose of this briefing is to request authorization to execute the attached agreement between the University of Oklahoma Health Sciences Center and the Dallas County Juvenile Department.

WHEREAS, OUHSC will provide Training and Technical Assistance through their OJJDP award, which is funded by the National Center on the Sexual Behavior of Youth (NCSBY). The OUHSC team, under the leadership of Dr. Jane Silovsky, will provide training and technical assistance in PSB-CBT, or Problematic Sexual Behavior-Cognitive Behavioral Therapy. OUHSC will address specific technical assistance of juvenile probation and promising practices for youth with problematic sexual behavior, assessment tools, trauma-informed practices, engaging caregivers and overcoming barriers, motivational interviewing, and collaborative engagement across systems. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program; and

WHEREAS, this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the Juvenile Justice system and utilizing community resources; and

WHEREAS, this Agreement has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and the Title VI form has been signed per requirements. The agreement requires the signature of the Chair of the Juvenile Board and the Authorized Representative; and

WHEREAS, there is no cost associated with offered services, thus there is no financial impact on the Juvenile Department or the County; and

WHEREAS, performance measures reporting is not a requirement for this agreement. However, per OJJDP requirements for the awarded grant, the Dallas County Juvenile Department must provide data measuring the results of the work done under grant 2016-MU-MU-K046, or the Youth with Sexual Behavior Problems grant; and

WHEREAS, the agreement will take place throughout the project period, from February 1, 2017 through September 1, 2018.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves to ratify the Agreement with the University of Oklahoma Health Sciences Center. It is further ordered that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board and authorize the Dallas County Judge to sign this grant related document.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Establishment of First Offender Program by the Coppell Police Department

Background of the Issue:

On February 21, 2000, the Juvenile Board adopted guidelines for Informal Disposition in compliance with Section 52.032 of the Texas Family Code. These guidelines affect the disposition of a child under Sections 52.03 and 52.031 so as to allow for local law enforcement agencies in Dallas County to dispose of a child's case without referral to the Juvenile Court.

The Informal Disposition Guidelines adopted by this Board are as follows:

- I. Informal dispositions will be conducted pursuant to Sections 52.01 and 52.02 of children taken into custody for:
 - A. Conduct Indicating a Need for Supervision
 - B. Delinquent Conduct other than conduct that constitutes:
 1. a felony of grade 1st, 2nd, or 3rd
 2. a state jail felony or misdemeanor involving violence to a person or the use or possession of a firearm, illegal knife, or club as defined by Section 46.01 or 46.05 of the Penal Code
- II. The disposition will be recorded on the Arrest Report, the computer system, or both; and the youth referred to:
 - A. First Offender Program (FOP)
 - B. Cases will be handled by the appropriate investigative unit, counseled and released, or otherwise disposed
 - C. Direct File case
- III. Juvenile Offender may be referred to a First Offender Program pursuant to Sections 52.031 of the Texas Family Code provided that the child has not previously been adjudicated as having engaged in delinquent conduct.
- IV. First Offender Program personnel shall complete registration information including:
 - A. Verification of date of birth, social security number, address, and telephone numbers
 - B. Specifying the grounds for taking the youth into custody
 - C. Notification of parent, guardian, or other custodian that the youth has been referred to a first offender program and shall include:

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

1. Grounds for taking the child into custody
 2. Identify the agency to which the youth is referred
 3. Briefly describe the nature of the program
 4. State that the child's failure to complete the program will result in the child being referred to the Juvenile Court
- D. Child and parent or guardian must consent to participation by the child in the first offender program
- E. An assessment process shall occur to determine the needs of a referred child.
- V. The First Offender Program may include:
- A. Educational, vocational training, counseling or other rehabilitative services such as programming through individual, group, or family counseling for anger management, drug education, peer influence, self-esteem, etc...
 - B. Each child is also eligible to complete community service restitution, and
 - C. Each child and parent is subject to direct victim restitution
- VI. The First Offender Program's duration shall not exceed six months
- VII. The First Offender Program should establish and specify the criteria utilized to determine whether a child successfully completes the program.
- A. Youth who successfully complete the program shall not be referred to the Juvenile Court
 1. Youth who are taken into custody within 90 days of successfully completing the program for conduct other than the conduct for which the child was referred to the program shall be referred to the Juvenile Court
 - B. Youth who fail to successfully complete the program shall be referred to the Juvenile Court
- VIII. Juveniles not processed into the program, or dropped for non-compliance, shall be processed and forwarded to the Dallas County District Attorney's Office in accordance with Section 52.031.

The Coppell Police Department has apprised the Juvenile Department that they wish to have their Teen Diversion Program approved as their First Offender Program by the Juvenile Board. To be eligible for this program, individuals will be between the ages of 10 and 17 and come into law enforcement contact for the following offenses: Tobacco – Minor in Possession, Alcohol – Minor Consume, Alcohol – Minor possess, Alcohol - Minor Misrepresent age, Alcohol – Open Container Driver, Alcohol – Open Container Passenger, and Possession of Drug Paraphernalia. In addition to having been taken into custody for one of the above offenses, participants must also have consent of the parent/guardian, participants must be enrolled in an educational institution, and parents/guardians must be willing to participate in the program. The program consists of 6 lessons, 2 hours each, for a total of 12 hours of instruction. The lessons will be held once each week until all 6 lessons are completed. If the participant completes the program within the 90-day time frame, the Coordinator voids the municipal citation issued by law enforcement. If the participant does not complete the program within the 90-day time frame, the Coordinator forwards the citation to the City Court.

The Coppell Police Department will be using the "Truth About Drugs" curriculum for those individuals participating in the program. The curriculum is from the Foundation for a Drug Free World, a non-profit public benefit corporation. Through the use of volunteers, 50 million drug prevention booklets have been distributed and tens of thousands of drug awareness events have been held in over 180 countries. The Truth About Drugs public service announcements have been aired on more than 500 television stations worldwide.

Although the Truth About Drugs curriculum consists of eighteen (18) lessons, the Coppell Police Department will be using only 4 lessons from this source for their 6 lesson program. The lessons taken from the Truth About Drugs curriculum are lessons 2, 3, 4 and 6. Lesson 2 (Our Drug Culture) will help participants understand that the information relayed in the media that glamorizes drugs, is not reflective of what life on drugs is really like. Lesson 3 (Why Do People Take Drugs?) will address reasons known for using drugs in an interactive role with all participants. Lesson 4 (How Do Drugs Work and How Do They Affect the Mind?) will help participants understand that drugs are essentially poisons and affect the body and the mind. Discussion of these affects will be addressed. Lesson 6 (The Truth About Alcohol) focuses on educating students on the facts about alcohol and its short and long term impact on a person's health and well-being. In conjunction with these particular lessons, they will have a guest speaker for each class. The Coppell Police Department's Teen Diversion Program lessons are outlined below.

- Lesson 1
 - Introduction to program and members staffing it.
 - Review of rules/expectations/requirements
 - Collect Homework previously assigned.
 - Our Drug Culture (Lesson 2 in "The Truth About Drugs" curriculum)
 - Guest Speaker: Dr. Audrey Kteily, Dr. Paul Haggan, or Andrea George (all have psychological background and are currently practicing in the field).
 - Assign Homework.
- Lesson 2
 - Collect and review homework.
 - Why do People Take Drugs? (Lesson 3 in "The Truth About Drugs" curriculum.)
 - Guest Speaker: Paul Morrison or Jeff Spangler (both have a personal history/story to share and are currently youth pastors at local churches)
 - Assign Homework.
- Lesson 3
 - Collect and review homework.
 - How Do Drugs Work and How do They Affect the Mind? (Lesson 4 in "The Truth About Drugs" curriculum.)
 - Guest Speaker: Myke Knapp or Dr. Paul Haggan (Knapp is an ER room nurse and ex LEO)
 - Assign Homework.
- Lesson 4
 - Collect and review homework.
 - The Truth About Alcohol (Lesson 6 in "The Truth About Drugs" curriculum.)
 - Guest Speaker: Kristin Pangle (Personal History with alcohol as a youth)
 - Assign Homework.
- Lesson 5
 - Collect and review homework.
 - SIDNE/Fatal Vision goggles (Minimum of 4 SRO's will be needed)
 - Guest Speaker: Sara/Jerry Sims (local DWI accident victims that survived a double fatality major accident)
 - Assign Homework.
- Lesson 6
 - Presentation of projects.
 - Peers will be required to complete an evaluation form after hearing other student's presentation.
 - Peers will be required to complete the After-Action Report.

- Parents and Juvenile will be required to complete a Critique of the program.
- Presentation of certificates.

Coppell Police Officer Rachael Freeman will facilitate all lessons and is the designated Program Coordinator, directly overseeing the program. Officer Freeman has been a police officer with the Coppell Police Department since 1999. She began her career in school-based law enforcement in 2001 – 2003 as an Instructor of the D.A.R.E. program. Officer Freeman then transitioned to the Criminal Investigations Division. She was assigned to CID from 2003 – 2011, and is well versed in how to investigate juvenile cases. Officer Freeman was reassigned to the School Resource Officer Unit in 2012, and has been in that unit since then. Most recently, she has been utilized as an instructor for alcohol and narcotics-related offenses as it relates to juveniles. Officer Freeman took the initiative to research and implement S.I.D.N.E. (Simulated Impaired DrivINg Experience) as an educational tool. She continues to educate youths on the dangers of impaired driving through her own programs as well as R3, the program currently being used by the Coppell Municipal Court. Additionally, Officer Freeman serves on the Executive Board of TASRO (Texas Association of School Resource Officers), and she adheres to the triad principal of SRO's. The guest speakers who will be assisting with the lessons and program are:

Audrey Kteily, PhD and Clinical Director for Coppell Family Therapy - Dr. Kteily has over 20 years of experience in her field. She holds a PhD from Texas Woman's University specializing in Family Studies, a Master's degree in Counseling from Dallas Baptist University, and her undergraduate degree in Psychology from Texas Woman's University. She has held her Licensed Professional Counselor status since 2001 and her Supervisory status since 2004. She is a member of the Texas Council on Family Violence, the Texas Association Against Sexual Assault, and the Coppell Chamber of Commerce. Dr. Kteily has been a volunteer for CARE/R3 for many years. (Lesson 1)

Paul Haggan, PhD, LPC- Intervention Specialist for Coppell ISD - Dr. Haggan has over 20 years of experience in his field. He holds a PhD in Counseling from the University of North Texas specializing in Marriage and Family Therapy. Dr. Haggan is also employed by Coppell ISD and is very influential with teens in crisis. (Lesson 1 or 3)

Andrea George, MEd, LPC- Counselor at Coppell Middle School North - Mrs. George has her Master's Degree in Counseling from the University of North Texas. She has been employed by Coppell ISD for 11 years, and is beginning her 9th year as Counselor at Coppell Middle School North. (Lesson 1)

Paul Morrison - Student and Young Adult Pastor at Anchor Church in McKinney, Texas. Mr. Morrison is a Coppell ISD graduate. He holds a degree in Biblical Studies from Criswell Bible College. He has a personal account of being an addict and turning his life around. (Lesson 2)

Jeff Spangler - Senior Pastor at Generate Life Church in Coppell, Texas. Mr. Spangler is a licensed minister with the Assemblies of God. He has a Bachelor of Music Degree from Coe College in Cedar Rapids, Iowa and is a graduate of JSMI Bible School in Crowley, Texas. Mr. Spangler is a volunteer speaker at CARE/R3, and has a personal account of growing up in an alcoholic family. (Lesson 2)

Myke Knapp - ER Nurse for Baylor Hospital since 2011 and retired law enforcement. Mr. Knapp is a volunteer for the CARE/R3 program and has an excellent speech on his experiences as an ER nurse, and is committed to the safety of teens. (Lesson 3)

Kristin McKibben - Kristin became an alcoholic at the age of 17. Her story is about her decision making at that age, and what brought her to make those choices. Kristin is very passionate about her role in prevention of alcoholism regarding youth. She has been a volunteer of CARE/R3 since its early stages. (Lesson 4)

Sara Sims - Sara is currently employed by Coppell ISD at Coppell Middle School North as the Registrar. She and her family were involved in a double fatality DWI accident on Christmas Day of 1999. Sara will tell the story of her involvement, and what was to come for numerous years after the accident. (Lesson 5)

The Coppell Police Department plans to offer the program quarterly and they anticipate serving 32-40 youth yearly. Because this is a new program, the projected number of youth to be served is an estimate. For reference, the Coppell Police Department made 15 referrals to the Dallas County Juvenile Department in 2016. Of those 15 referrals, 9 (60.0%) were White, 5 (33.3%) were Black, and 1 (6.7%) was Hispanic. Of the 15 referrals in 2016, 11 (73.3%) were male and 4 (26.7%) were female.

The Coppell Police Department is aware of the Juvenile Board's adopted guidelines as delineated above, and has agreed to abide by them. They intend to implement their program as soon as approval is granted by the Juvenile Board.

Impact on Operations and Maintenance:

Operational impact for the Juvenile Department is minimal. The Coppell Police Department will make all referrals to the program based on their population of arrested youth, and will utilize their staff and their guest speakers to conduct the program. Youth who are determined to be eligible for the First Offender Program will never be seen by Juvenile Department staff unless they are unsuccessful in the program, and the offense is eligible for formal referral to the Juvenile Court. The Juvenile Department stands to benefit in a positive manner, as we will theoretically experience fewer referrals for minor offenses by the Coppell Police Department.

Strategic Plan Compliance:

This request complies with Vision 3 of the Dallas County Strategic Plan: Dallas is *safe, secure, and prepared*. Specifically, approval of this request would allow for the maximization of Dallas County's criminal justice resources (Vision 3.4).

Legal Impact:

The legal basis for local law enforcement agencies to operate their own First Offender Program is found in the Texas Family Code. The Denton County Juvenile Board approved this Teen Diversion Program on July 25, 2017.

Financial Impact/Considerations:

There is no financial impact or costs incurred by the Juvenile Department as a result of the Coppell Police Department operating their First Offender Program. They will incur all costs of contracting with their guest speakers to deliver all services.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the establishment and operation of a First Offender Program by the Coppell Police Department.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, 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 is responsible for adopting guidelines for the informal disposition of children in Dallas County by local law enforcement agencies without referral to the Juvenile Court; and
- WHEREAS,** on February 21, 2000, the Juvenile Board did adopt such guidelines; and
- WHEREAS,** the Coppell Police Department has apprised the Juvenile Department that they wish to have their Teen Diversion Program approved as the First Offender Program for the city of Coppell; and
- WHEREAS,** the Coppell Police Department is requesting Juvenile Board approval of this proposed First Offender Program, consisting of 6 total lessons, 4 of which will be taken from the Truth About Drugs curriculum; and
- WHEREAS,** the Coppell Police Department has agreed to conform to the Informal Disposition Guidelines previously established by the Juvenile Board; and
- WHEREAS,** the Coppell Police Department has provided a curriculum to be used for this program delineating the classroom lessons to be taught and the qualifications of their staff and guest speakers who will enact the First Offender Program; and
- WHEREAS,** there is no operational or fiscal impact incurred by the Juvenile Department as a result of the Coppell Police Department's implementation of their proposed First Offender Program; and
- WHEREAS,** implementation of this program would conform to Vision 3 of the Dallas County Strategic Plan: Dallas is *safe, secure, and prepared*. Specifically, approval of this request would allow for the maximization of Dallas County criminal justice resources (Vision 3.4); and

WHEREAS, the Dallas County Juvenile Department endorses this initiative as a positive effort by the Coppell Police Department to divert appropriate youth from further penetration into the Juvenile Justice System.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the request from the Coppell Police Department to operate their First Offender Program.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Drug Court Contract With Judge George Ashford III for FY2018

Background of Issue

On February 5, 2013, the Dallas County Commissioners Court was briefed and later ordered (2013-0272) on February 12, 2013, this department's request to submit a grant application to the Office of the Governor, Criminal Justice Division (CJD), for continuation grant funding for the Drug Court program for FY2014. The original request award amount submitted in the application was \$151,149 that was intended to fund program staff including a Magistrate (Referee/Master), George Ashford III, working under a contractual arrangement as well as a program coordinator, one probation officer and funding to provide for travel and training. In August 2013, CJD informed this Department the total allowable request amount for continuation funding had been reduced to \$93,071. Modifications to the budget required requesting the reduced amount to provide funding for only the probation officer and half of the program coordinator's position. The requested funding of \$18,133 to provide for the Magistrate in the amount of \$9,000, and for professional services, travel and training in the amount of \$9,133 for the Drug Court staff, was eliminated. Funding for the Drug Court Magistrate contract in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014. The purpose of this brief is to request the Juvenile Board's approval for a contract between Judge George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2017, through August 31, 2018.

Impact on Operations and Maintenance

The Juvenile Department's Drug Court Program has been in operation since 2002. The Drug Court Program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office. The youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources. The youth and family appear before the Magistrate on a routine basis to reinforce positive achievements and redirect negative behavior.

Strategic Plan Compliance

This request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by aligning crime prevention and prosecution goals, and by identifying and expanding detention and sentencing alternatives.

Legal Information

A contract with Judge George Ashford III has been reviewed by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Ms. Denika Caruthers has approved the contract as to form.

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

Financial Impact/Considerations

The total requested amount to fund the Magistrate position under contract from September 1, 2017, through August 31, 2018, is not to exceed \$9,000 from the Juvenile Department's General Fund 5110. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Carmen Williams.

Performance Impact Measures

The Drug Court Coordinator will verify all services provided for the contract year by reviewing submission of a monthly time ledger from the Magistrate prior to being sent to the Budget Services for payment distribution.

Project Schedule/Implementation

The Drug Court program is currently in operation. Thus far in FY2017, the Drug Court program has provided services to 94 youth. Of those 94 youth, 36 (38.30%) have successfully completed the program, 39 (41.49%) are currently enrolled, and 19 (20.21%) were unsuccessful.

MWBE Information

M/WBE is not applicable.

Recommendation

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to enter into contract for Drug Court with Judge George Ashford III for FY2018 from September 1, 2017, through August 31, 2018, in an amount not to exceed \$9,000.

Recommended by:



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

THE STATE OF TEXAS

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THE COUNTY OF DALLAS

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

DALLAS COUNTY

AND

GEORGE ASHFORD III

PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Juvenile Department, and George Ashford III, (hereinafter, "Contractor/Magistrate/Referee/Master"), under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as described in the Scope of Services Section below in this Agreement.

1. TERM:

The term of this Agreement is September 1, 2017 and ending on August 31, 2018, unless terminated earlier under any provision hereof.

2. CONTRACTOR'S OBLIGATIONS AND SCOPE OF SERVICES:

Contractor agrees to furnish the following Community Affairs Initiatives for County as requested.

- (a) Contractor agrees to Preside over the Dallas County Diversionary Drug Court as Magistrate (Referee/Master).
- (b) Contractor agrees to convene court weekly and acknowledge the success of participants as well as respond to unacceptable behavior of participants.
- (c) Contractor agrees to hold orientation for youth involved in the Drug Court Program.
- (d) Contractor agrees to explain his/her expectations and possible consequences for failure to abide by program rules.
- (e) Contractor agrees to review the agreement with the youth during orientation.

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

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

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services on a monthly basis based on the amount of services hours not to exceed \$9,000.00 per grant cycle.

- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$9,000.00, for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$9,000.00) without following the procedures described in this subsection (b). County shall not pay for any services that would cause the amounts payable for the services described herein to exceed the maximum amount payable of (\$9,000.00).
- (c) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (d) Contractor agrees to submit to the Juvenile Department complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by County, by the 20th day following the last day of the month in which the service is provided.
- (e) Contractor's invoices shall be fully documented in accordance with specifications.
- (f) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (g) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (h) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (i) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (j) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.

4. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (b) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to

make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas.

- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- (d) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

5. CONFIDENTIALITY:

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

any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

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

6. CONFIDENTIAL OR PROPRIETARY MARKING:

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

7. INDEMNIFICATION:

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

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON

INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

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

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

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

8. INSURANCE:

County agrees to waive Contractor's responsibility to carry insurance.

9. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance nor shall in no way limit nor waive County's right to terminate this Agreement under any other provisions herein.

10. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 7 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 16 (Amendments and Changes in the Law) of this Agreement.

11. TERMINATION:

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

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 26 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 9 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - (8) If funds allocated by the General fund, District Attorney, Other Professional Fees, shall become reduced, depleted, or unavailable during the contract term;
 - (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
 - (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 18 (Assignment);
 - (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or

substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

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

12. NOTICE:

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

TO COUNTY:

**Dallas County Juvenile Department
Dr. Terry Smith, Director
2600 Lone Star Drive
Dallas, Texas 75212**

TO CONTRACTOR:

**George Ashford III
325 N. St Paul Street, Suite 2600
Dallas, Texas 75201**

13. SEVERABILITY:

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

14. SOVEREIGN IMMUNITY:

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

15. COMPLIANCE WITH LAWS:

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

16. GOVERNING LAW AND VENUE:

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

17. AMENDMENTS AND CHANGES IN THE LAW:

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

18. THIRD PARTIES:

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

19. ASSIGNMENT:

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

20. CONTRA PROFERENTUM:

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

21. ENTIRE AGREEMENT:

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

22. BINDING EFFECT:

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

23. REMEDIES/WAIVER OF BREACH:

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

24. FEDERAL FUNDED PROJECT:

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

25. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

26. PREVENTION OF FRAUD AND ABUSE:

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. Moreover, Contractor warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the County.

27. FISCAL FUNDING CLAUSE:

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

28. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

29. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient

supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

30. SUBCONTRACTING:

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

31. ASSURANCES:

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

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

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

32. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

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

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

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

33. PROMPT PAYMENT ACT:

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

34. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and

data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

35. SIGNATORY WARRANTY:

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

36. ACCEPTANCES:

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

EXECUTED this _____ day of _____, 2017.

DALLAS COUNTY JUVENILE DEPARTMENT:

CONTRACTOR:

BY: Terry Smith, Director

BY: Judge George Ashford III

BY: Commissioner John Wiley Price – Vice Chairman

County:

BY: Clay Jenkins, Dallas County Judge

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: George E. Ashford

[Signature]
Signature, Authorized Representative of Contractor

7/27/17
Date

SOLO
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.

George E Ashford III
Dallas, TX United States

Certificate Number:
2017-246455

Date Filed:
08/07/2017

Date Acknowledged:

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

Dallas County Juvenile Department

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

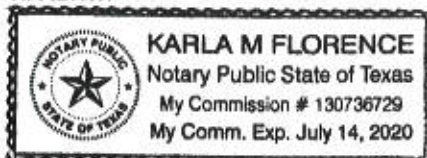
JB-35
Preside over the Dallas County Diversion Court as Magistrate(Referee/Master)

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



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

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karla Florence, this the August day of 8, 20 17, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Karla Florence

Printed name of officer administering oath

Notary

Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, on February 5, 2013, the Dallas County Commissioners Court was briefed and later ordered (2013-0272) on February 12, 2013, the Juvenile Department's request to submit a grant application to the Office of the Governor, Criminal Justice Division (CJD), for continuation grant funding for the Drug Court program for FY2014; the original requested award amount submitted in the application was \$151,149 that was intended to fund program staff that included a Magistrate (Referee/Master), George Ashford III, working under a contractual arrangement as well as a program coordinator, one probation officer and funding to provide for travel and training; and

WHEREAS, in August 2013, CJD informed the Juvenile Department that the total allowable requested amount for continuation funding had been reduced to \$93,071; modifications to the budget required requesting the reduced amount to provide funding for only the probation officer and half of the program coordinator's position; the requested funding to provide for the Magistrate in the amount of \$9,000, and for professional services, travel and training in the amount of \$9,133 for the Drug Court staff, was eliminated; and

WHEREAS, funding for the Drug Court Magistrate contract in the amount of \$9,000 has been paid out of the Juvenile Department's General Fund 5110 since FY2014; the Juvenile Department requests the Juvenile Board's approval for a professional services agreement between Judge George Ashford III and the Dallas County Juvenile Department covering the period from September 1, 2017, through August 31, 2018; and

- WHEREAS,** the Juvenile Department's Drug Court Program has been in operation since 2002; the Drug Court Program serves youth referred for misdemeanor and limited felony drug offenses based on criteria approved by the Juvenile Division of the District Attorney's office; the youth involved in the Drug Court Program receive a comprehensive assessment and referral to community substance abuse treatment and support resources; the youth and family appear before the Magistrate on a routine basis to reinforce positive achievements and re-direct negative behavior; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by aligning crime prevention and prosecution goals, and by identifying and expanding detention and sentencing alternatives; and
- WHEREAS,** a contract with Judge George Ashford III was reviewed by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor; Ms. Denika Caruthers has approved the contract as to form; and
- WHEREAS,** the total requested amount to fund the Magistrate position under contract from September 1, 2017 through August 31, 2018 is not to exceed \$9,000 from the Juvenile Department's General Fund 5110; the contract has been reviewed and approved by the Juvenile Department's Budget Manager, Carmen Williams; and
- WHEREAS,** the Drug Court Coordinator will verify all services provided for the contract year by reviewing submission of a monthly time ledger from the Magistrate prior to being sent to the Budget Services for payment distribution and the Drug Court program is currently in operation.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Juvenile Department's request to enter into contract with Judge George Ashford III for FY2018 from September 1, 2017, through August 31, 2018, in an amount not to exceed \$9,000.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Renewal and Amendment of the Licensing Agreement between Handle With Care Behavior Management System Inc. and Dallas County Juvenile Department

Background of Issue:

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

On August 22, 2016, the Dallas County Juvenile Board approved the agreement with Handle With Care Behavior Management System, Inc. for behavioral management training for Dallas County Juvenile Department with an automatic annual renewal each year for the next five (5) years (Court Order #2016-077). Full terms of the agreement are included in the attached master trainer and licensing agreement.

The purpose of this brief is to request continued approval of the agreement with Handle With Care Behavior Management System, Inc. for behavioral management training for Dallas County Juvenile Department for the next twelve (12) months and to request approval of the amendment of the names of the Master Trainers. This is year two (2) of the original five (5) year contract.

Impact on Operations and Maintenance:

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

Strategic Plan Compliance:

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

Legal Information:

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

Financial Impact/Considerations:

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

Recommendation:

It is recommended that the Dallas County Juvenile Board approves the continuation of the Juvenile Department's contract with Handle With Care Behavior Management System, Inc. for the next twelve (12) months and approves the amendment of the names of the master trainers. It is further recommended the Dallas County Juvenile Board authorizes the Chair or designee to sign related documents on behalf of the Juvenile Board.

Recommended by:


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

HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.

MASTER TRAINER AND LICENSING AGREEMENT

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

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

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

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

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

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

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

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

Richard K. Crawford, Reondo Harring, and Stormy Roberts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. CERTIFICATE OF INTERESTED PARTIES 1295

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

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

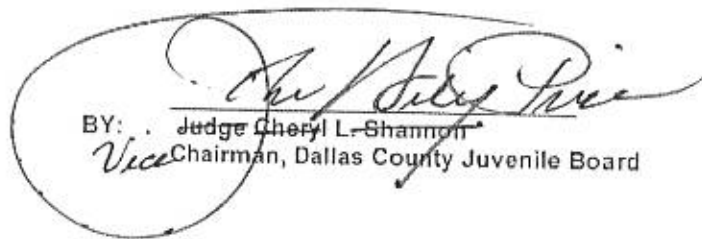
breach of the covenants and obligations contained in Sections 3, and 4 above, and (2) following any material breach by Agency of the covenants and obligations contained in Sections 3, and 4 above, Program Owner shall be entitled to damages, an accounting, reasonable attorney fees and costs of suit, as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

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

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

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

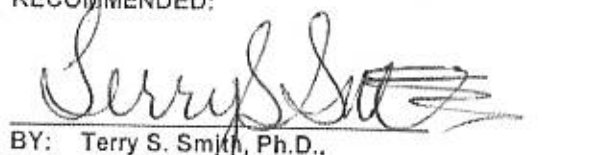
DALLAS COUNTY JUVENILE BOARD:



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

CONSULTANT:


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

RECOMMENDED:


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


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

"ATTACHMENT A"

TRAINING SERVICES & LICENSING AGREEMENT

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

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

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

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

CHOICE OF LAW_ This agreement is governed by New York law and venued in Ulster County, New York.

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

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. Assurances

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

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

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

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

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

B. *Nondiscrimination Authorities*

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27,
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3759(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

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

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

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

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/departments/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, 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: _____

Signature, Authorized Representative of Contractor

Date

5/4/16

Bruce Chapman, President HWC

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:
2016-65330

Date Filed:
06/03/2016

Date Acknowledged:

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

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

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

Juvenile Probation Commission, Texas

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

JB 05

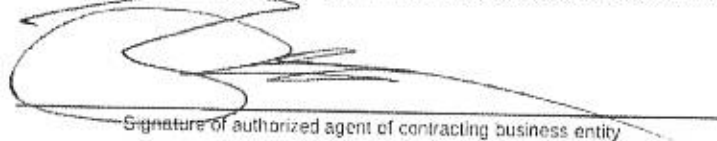
TRAINING IN CRISIS INTERVENTION & BEHAVIOR MANAGEMENT: VARIOUS METHODS RANGING FROM VERBAL DE-ESCALATION TO PHYSICAL INTERVENTION, INCLUDING PLUS PROGRAM.

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

5 Check only if there is NO Interested Party. ☐

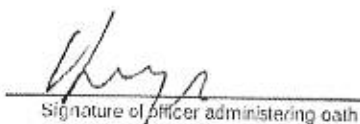
6 AFFIDAVIT

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


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BRUCE Chapman, this the 4th day of August, 2016, to certify which, witness my hand and seal of office.


Signature of officer administering oath

HILARY HOLLER
Printed name of officer administering oath

STATE of TX, Usher Co
#02A06005943
NOTARY EXP 9/20/18
Title of officer administering oath

HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.
AND
DALLAS COUNTY JUVENILE DEPARTMENT
MASTER TRAINER, SERVICES AND LICENSING AGREEMENT

ADDENDUM

The contract is entered into by and between Handle With Care Behavior Management System, Inc. (hereinafter Contractor") and Dallas County Juvenile Department (hereinafter "DCJD.")

The 2016 Master Trainer Agreement between the two parties is hereby amended as follows: DCJD is to have three Master Trainers, and the names of the master trainers are:

- Stormy Roberts
- Peter Chavez
- Renee Gonzalecz.

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

DALLAS COUNTY JUVENILE BOARD:

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

CONSULTANT:


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

RECOMMENDED:

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

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to

wit:	Name	Name	Name
	Name	Name	Name
	Name	Name	Name

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

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

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

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

- WHEREAS,** on August 22, 2016, the Dallas County Juvenile Board approved the agreement with Handle With Care Behavior Management System, Inc. for behavioral management training for Dallas County Juvenile Department with an automatic annual renewal each year for the next five (5) years (Court Order #2016-077). Full terms of the agreement are included in the attached master trainer and licensing agreement; and
- WHEREAS,** the Juvenile Department requests continued approval of the agreement with Handle With Care Behavior Management System, Inc. for behavioral management training for Dallas County Juvenile Department for the next twelve (12) months and approval of the amendment of the names of the Master Trainers. This is year two (2) of the original five (5) year contrac ; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan- Vision 3: Dallas is *safe, secure, and prepared*, as evidenced by *the implementation of best practices and that the allocation of juvenile justice resources is being maximized*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the continuation of the Juvenile Department's contract with Handle With Care Behavior Management System, Inc. for the next twelve (12) months and approves the amendment of the names of the master trainers. It is further ordered that the Dallas County Juvenile Board authorizes the Chair or designee to sign related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Revised Youth Services Advisory Board Guidelines

Background of Issue

The Juror Fund program began in FY 1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for Juvenile Department use are allocated to direct service programs that focus on new or innovative approaches in assisting youth. The Youth Services Advisory Board (YSAB) is responsible for selecting recipients of Juror Fund direct services allocations for approval by the Juvenile Board and Commissioners Court.

Section 152.0010 of the Human Resource Code recommends that each Juvenile Board within the State of Texas appoint a citizen advisory council. The Dallas County Youth Services Advisory Board was reconstituted in February 1997 through Dallas County Juvenile Board and Dallas County Commissioners Court action. Changes made during the 77th Legislative session necessitate revisions to the Operating Guidelines thus the Juvenile Board adopted Operating Guidelines for the Youth Services Advisory Board in October 1997. Additionally, on January 28th, 2002, February 24th, 2003, and May 20, 2013 the Juvenile Board approved additional guidelines submitted by YSAB.

Impact on Operations and Maintenance:

There is no impact on operations or maintenance.

Strategic Plan Compliance:

The YSAB Board met on July 17, 2017 and revised their guidelines. Attachment A delineates these guidelines.

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

Financial Impact/Considerations:

There is no financial impact to Dallas County.

Recommendation:

It is recommended that the Dallas County Juvenile Board adopt the revisions made in the attached Youth Services Advisory Board Operating Guidelines document.

Recommended by:



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

**GUIDELINES
OF THE
DALLAS COUNTY YOUTH SERVICES ADVISORY BOARD
(Revised June 28, 2017)**

In accordance with Section 152.0010 of the Texas Human Resources Code, the Dallas County Juvenile Board appointed a citizen advisory council effective February 24, 1997. Guidelines for the citizen advisory council are as follows:

**ARTICLE I
NAME**

1.01. Name. The name of the citizen advisory council is the Dallas County Youth Services Advisory Board ("YSAB").

**ARTICLE II
PURPOSE**

2.01. In General. YSAB shall provide recommendations to the Dallas County Juvenile Board and Dallas County Juvenile Department ("Juvenile Department" or "Department") regarding services to youth served by the Department. In so doing, YSAB shall (1) solicit and consider recommendations and comments from community groups regarding services; (2) advocate for youth served by the Department by reviewing and developing strategies to assure quality services; and (3) make recommendations regarding the use of the Dallas County Juror Fund for projects benefiting youth served by the Department.

2.02. It is expressly understood that YSAB is advisory only, does not have decision-making authority, but only makes recommendations to the Juvenile Department and Juvenile Board regarding such matters as grants, and has no responsibility for conducting any audit, financial review, or other financial evaluation regarding any grant or activity.

2.03. Specific Activities. YSAB is authorized to:

- A. Participate in the development of programs and fiscal goals, objectives and strategic long-range planning for the Juvenile Department and the review of stated goals and objectives on an annual basis.
- B. Serve as a liaison to the Dallas community by helping the community identify and access services available through the Juvenile Department.
- C. Support the Juvenile Department staff in identifying community volunteers for recruitment and leverage resources in order to initiate and/or sustain effective programs.

- D. Make recommendations to the Juvenile Board as to the use of the Dallas County Juror Fund for programs beneficial to youth served by the Juvenile Department, upon receipt of appropriate written applications for grants. Under the foregoing provisions, YSAB may recommend the Juvenile Board approve grants to (a) the Juvenile Department for services and other assistance not typically funded through taxpayer sources and/or (b) community organizations that provide services to juveniles placed in the custody of the Chief Juvenile Probation Officer or under supervision of the Juvenile Department; provided, however, that any recommendations regarding grants to the Juvenile Department shall be made only following written application by the Department specifying the special project for which funds are requested and, further provided, the Department shall not participate in YSAB's deliberations regarding the application, but only provide such information as YSAB may reasonably request to enable YSAB to make recommendations to the Juvenile Board regarding the grant and use of funds.
- E. Receive reports from the Juvenile Department regarding allocations and use of funds by grant recipients; and
- F. Receive evaluative information regarding programs funded with Juror Fund monies.
- G. Make recommendations regarding funding and use thereof for services to and programs beneficial to youth served by the Juvenile Department.
- H. Encourage the establishment of community programs and services that enhance collaboration with and support of the Juvenile Department and its clients.

ARTICLE III **MEMBERSHIP**

3.01. General Structure. YSAB shall consist of nine members (including the YSAB Chair) appointed by the Dallas County Juvenile Board. YSAB members shall submit recommendations to the Juvenile Board of individuals to fill vacancies on YSAB based on nominations as described in Sections 3.02 and 3.03. Members will serve without compensation and may be removed by the Juvenile Board at any time. All members of YSAB must live or work in Dallas County, Texas.

3.02 Membership Terms. The YSAB membership term shall be two years. Terms shall be staggered, such that the terms of five members will end in one year and the terms of the remaining four will end the next year.

3.02. Membership Sources. In accordance with Section 152.0010 of the Texas Human Resources Code, one seat on YSAB shall be reserved for the head of the Juvenile Division of the Dallas County District Attorney's Office or other individual designated by the District Attorney. Appointees can include persons representing the medical, mental health and education field and service.

3.03. Nominations. Other than the member from the Dallas County District Attorney's Office, YSAB members shall be selected from nominations made by individuals and organizations in Dallas County, including but not limited to:

- A. Private nonprofit agencies serving youth in Dallas County;
- B. Community-based juvenile justice organizations including but not limited to the Coalition for Juvenile Justice, Mothers Against Teen Violence, Neighborhood Service Council, National Alliance for the Mentally Ill (NAMI), including representation from different ethnic, geographic, advocate and nonpartisan organizations;
- C. Greater Dallas Crime Commission and its Youth Commission;
- D. Dallas County Child Welfare Board ("Child Welfare Board");
- E. Junior Leagues of Dallas County, Women's Council of Dallas County, Texas Inc., Dallas Chapter, The LINKS, Inc., NCJW, Inc., Hispanic Women's Network of Texas, Leagues of Women Voters of Dallas County, National Council of Negro Women, Women's Service League of Dallas Inc., Dallas Concilio-Hispanic Service, and others;
- F. Service clubs including Rotary Clubs, Exchange Clubs and other Civic, Service and Professional Organizations;
- G. Municipalities with youth services coordinators, commissions, or other youth-focused services and programs;
- H. School districts, including PTA, PTO and PTSA organizations;
- I. Mental Health Professionals;
- J. Medical Health Professionals; and
- K. Members from the education community, including Parent-Teacher Organizations.

Other groups or organizations formed subsequent to these Guidelines may be asked to submit nominations. In the event of a vacancy in YSAB, YSAB may request that the Director of the Juvenile Department send a letter to all eligible organizations in Dallas County inviting them to nominate individuals for consideration as appointees to YSAB.

3.04 Criminal Background Checks. All YSAB members must complete a criminal background check (entailing completion of the Child Abuse Registry form and processing through the FAST or other system designated by the Juvenile Department that provides for on-going reporting to the Department of any criminal charges and/or convictions) prior to name

submission to the Juvenile Board for YSAB appointment.

3.05 Conflicts of Interest. Employees of organizations with contracts and/or persons having a financial interest in an organization with a contract with the Juvenile Department may serve on YSAB, but must recuse themselves from any decision-making by YSAB involving their organizations or financial interests, as the case may be. YSAB members shall complete an annual disclosure statement revealing any potential conflicts of interest. YSAB members shall also inform the YSAB Chair and the Director of the Juvenile Department immediately of a potential conflict of interest.

ARTICLE IV **OFFICERS; COMMITTEES**

4.01. Chair. By majority vote, YSAB shall select and recommend to the Juvenile Board a YSAB member to serve as YSAB Chair. The Juvenile Board will appoint the Chair of YSAB who will be a voting member of the Juvenile Board in accordance with Section 152.631 of the Texas Human Resources Code and who will participate with the Juvenile Board on matters relating to the administration of services by the Juvenile Department and its contractors. The term of the YSAB Chair will be two years; provided, however, that no person shall serve as YSAB Chair for consecutive terms, either full or partial, that aggregate more than four years.

4.02. Vice-Chair. By majority vote, YSAB members shall elect a Vice-Chair from among the YSAB members who shall chair meetings and perform other functions of the Chair in the Chair's absence. The Vice-Chair's term shall be two years and shall coincide with the term of the Chair.

4.03. Committees. YSAB may establish ad hoc and special committees at its discretion. YSAB may appoint ex-officio non-voting citizen ad hoc or special committees. Any such ex-officio non-voting citizen ad hoc or special committee appointees(s) shall be subject to the same qualifications and restrictions as YSAB members.

ARTICLE V **MEETINGS AND ACTION**

5.01. Meeting Schedule. YSAB shall establish a regular meeting schedule and shall meet at the Henry Wade Juvenile Justice Center, another Juvenile Department facility, or community facility and/or location. The Juvenile Department Director will be responsible for providing appropriate attendance by Department staff at regular YSAB meetings, orientations, called meetings, and meetings of standing and special committees.

5.02. Regular Meeting Agenda. The agenda for a regular meeting shall be distributed and publicized, as appropriate, no later than four calendar days before the scheduled meeting.

5.03. Special Meetings. Special YSAB meetings may be called by the Chair, the Director of the Juvenile Department, or at the request of a YSAB member. The purpose of the meeting shall be stated in a notice of the meeting. Actions taken at a special meeting shall be confined to the subject(s) stated in the notice of the meeting.

5.04. Quorum. The majority of the sitting members of YSAB entitled to vote, present in person or by phone or represented by proxy by another YSAB member, shall be requisite and shall constitute a quorum at all meetings of YSAB.

5.05. Attendance by Conference Telephone. YSAB members may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with one another or through any technology allowable under law, but only to the extent allowed by YSAB. Such participation in the meeting shall constitute presence in person at the meeting.

5.06. Proxies. Each YSAB member entitled to vote at a meeting of members or to express consent or dissent may authorize another person(s) to act for him/her by proxy executed in writing. A proxy shall not be voted or acted upon after one month from its date unless expressly authorized by YSAB.

5.07. Form and Circumstances of Written Consent and Voting Outside of Meetings. A telegram, telex, cablegram, facsimile, electronic mail, or similar transmission by a YSAB member, or photographic, facsimile, electronic mail, or similar reproduction of a signed writing reflecting consent or a vote is to be regarded as being signed by the YSAB member. Such written consent and voting may occur on matters raised during a meeting but not concluded or resolved at that time. Only those participating in the meeting may provide written consent and voting as provided in this Section 5.07. The result of the written consent and voting shall be published to the full YSAB membership and be made a part of the record at the next YSAB meeting.

5.08. Frequency of Attendance. YSAB members shall attend meetings on a regular basis. If regular attendance becomes problematic for a YSAB member, such member shall notify the Chair and the Juvenile Department Director to discuss the matter and such action will be taken as appears appropriate at the time.

ARTICLE VI

COLLABORATION

6.01 Communication between YSAB and Child Welfare Board. YSAB and the Child Welfare Board will confer from time to time to ensure that children and their families receive appropriate services.

6.02 Board Liaisons. The Chair of YSAB and the Chair of the Child Welfare Board or designee will serve as liaisons to each Board and be on each Board's mailing list.

6.03 Joint Board Meetings. Members of YSAB may consider holding periodic meetings with the members of the Child Welfare Board to discuss common goals and objectives and to share information. The Juror Fund procedures may be discussed at one of the meetings.

ARTICLE VII
AMENDMENT OF GUIDELINES

7.01. Draft Amendments to Guidelines. As it deems appropriate, YSAB shall draft amendments to its Guidelines for submission to the Juvenile Board for approval.

7.02. Approval of Guidelines. The Guidelines, as the same may be amended from time to time, will become effective upon final approval by the Juvenile Board.

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX
DATE: August 28, 2017
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 August, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Juror Fund program began in FY 1991 and allows jurors the option of donating their juror per diem back to Dallas County; and
- WHEREAS,** juror fund monies designated for Juvenile Department use are allocated to direct services programs that focus on new or innovative approaches in assisting youth; and
- WHEREAS,** the Youth Services Advisory Board (YSAB) is responsible for selecting recipients of juror fund direct services allocations for approval by the Juvenile Board and Commissioner Court; and
- WHEREAS,** section 152.0010 of the Human Resource Code recommends that each juvenile board within the State of Texas appoint a citizen advisory council; and
- WHEREAS,** changes made during the 77th Legislative session necessitate revisions to the Operating Guidelines thus the Juvenile Board adopted Operating Guidelines for the Youth Services Advisory Board in October 1997; and
- WHEREAS,** additionally, on January 28th, 2002, February 24th 2003, and May 20, 2013 the Juvenile Board approved additional guidelines changes submitted by YSAB; and
- WHEREAS,** the YSAB Board met on July 17, 2017, and revised their guidelines; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board adopt the revisions made in the attached Youth Services Advisory Board Operating Guidelines document.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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

Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: TJJD State Financial Assistance Contract 2018-2019 Biennium

Background of Issue:

The Dallas County Juvenile Department annually receives funding for various grants from the Texas Juvenile Justice Department (TJJD). TJJD began the 84th Legislative Session with a clear directive to work with leadership offices to re-define the long-term policy direction of the Juvenile Justice system. The general appropriations act is the key directive affecting juvenile probation funding requiring budget reorganization, probation grant restructuring, and behavioral health funding coordination. The grant structure rider requires a grant structure that adheres to the budget structure in the agency's bill pattern, provides flexibility to juvenile probation departments within the agency budget structure, and requires juvenile probation departments to report expenditures in accordance with the agency budget structure and grant requirements. This directive has continued through the 85th Legislative Session for grant years 2018 and 2019.

The purpose of this briefing is to request approval of the funding allocation associated with the Texas Juvenile Justice Department State Financial Assistance Contract for 2018-2019 Biennium and subsequent amendments to the budget and funding, and to authorize the Chairman of the Juvenile Board to approve and execute the State Financial Assistance Contract for 2018-2019 Biennium and subsequent amendments.

Impact on Operations and Maintenance:

For the FY 2018-2019 biennium, the State Aid budget structure will consist of five main categories: Basic Probation Supervision, Community Programs, Pre & Post Adjudication Facilities, Commitment Diversion Initiatives, Mental Health Services, and Flexible Funds plus target grants. Each category given is allotted certain amounts, which will allow TJJD to meet the expenditure criteria required by the legislative session.

STATE AID	Minimum
Basic Probation	\$ 2,736,680.00
Community Programs	\$ 1,664,901.00
Pre & Post Adjudication Facilities	\$ 844,275.00
Commitment Diversion Initiatives	\$ 1,562,688.00
Mental Health Service	\$ 775,028.00
Flexible	\$ 2,527,858.00
TOTAL	\$ 10,111,430.00

Target Grants consist of the following:

Target Grants	Allocation
M - Special Needs Diversionary Program	\$ 239,632.00
S - Prevention and Intervention Demonstration Project	\$ 6,930.00

Strategic Plan Compliance:

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

Legal Information:

Agreement is drafted by TJJD and requires execution by the Juvenile Board in Exhibit B - Juvenile Board Resolution (page 34 on attached CD) and Dallas County Juvenile Board Court Order. The contract and any amendments, require the signatures of the Chairman of the Juvenile Board, Executive Director (Chief Administrative Officer), and the Dallas County Auditor as Fiscal Agent.

Financial Impact/Considerations:

Allocations remain in compliance of State budgeting and reporting requirements. Below is the expected allocation of funds for FY2018 totaling \$10,111,157.00, which is \$532,453 below 2016 State Aid grant allocations. Dallas County allots county funds to match budget shortfalls in salaries paid out of State Aid Grant funds. An estimated amount of match funds of \$1.5 million is expected for FY 2018.

The amounts listed in the chart below are for fiscal year 2018.

State Aid Grants	2016	2017	2018
Basic Probation	3,077,650.00	3,011,309.00	2,736,680.00
Community Programs	2,254,594.00	2,283,369.00	1,664,901.00
Pre & Post Adjudication Facilities	933,792.00	933,773.00	844,275.00
Commitment Diversion Initiatives	2,149,381.00	2,149,381.00	1,562,688.00
Mental Health Service	554,521.00	554,521.00	775,028.00
Flexible Funds	1,673,672.00	1,498,385.00	2,527,585.00
TOTAL	\$ 10,643,610.00	\$ 10,430,738.00	\$ 10,111,157.00

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

Target Grants	2016	2017	2018
M - Special Needs Diversionary Program	239,632.00	239,632.00	239,632.00
S - Prevention & Intervention Demonstration Project	7,667.02	7,667.02	6,930.00
TOTAL	\$ 247,299.02	\$ 247,299.02	\$ 246,562.00
Grand Total:	\$10,890,909.02	\$10,678,037.02	\$10,357,719.00

TJJD will make grant payments for the following grants during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2018-2019 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2% below previous fiscal year. Prior to the commencement of fiscal year 2018, the TJJD shall provide written notice of any subsequent allocation amounts that may be available to the Grantee. TJJD shall disburse any additional funds awarded under the programs in monthly installments with amounts, based on the number of installments remaining in the year. TJJD shall provide allocations for fiscal year 2019 no later than May 1, 2018. The financial information has been approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

The Budget Services unit will continue to administer and monitor grant funds.

Project Schedule/Implementation:

The term of the State Financial Assistance contract is from September 1, 2017 through August 31, 2019.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the 2018-2019 Biennium State Financial Assistance Contract and any subsequent amendments to the budget and funding with the Texas Juvenile Justice Department, and that the Chairman of the Juvenile Board be authorized to execute on its behalf the State Financial Assistance Contract for the 2018-2019 Biennium and any subsequent amendments.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: August 28, 2017

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 August 2017, 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 annually receives funding for various grants from the Texas Juvenile Justice Department (TJJD). TJJD began the 84th Legislative Session with a clear directive to work with leadership offices to re-define the long-term policy direction of the juvenile justice system; and

WHEREAS, juvenile probation funding requires budget reorganization, probation grant restructuring, and behavioral health funding coordination. This directive has continued through the 85th Legislative Session for grant years 2018 and 2019; and

WHEREAS, for the FY 2018-2019 biennium, the State Aid budget structure will consists of five main categories: Basic Probation Supervision, Community Programs, Pre & Post Adjudication Facilities, Commitment Diversion Initiatives, Mental Health Services, and Flexible Funds plus target grants. Each category given is allotted certain amounts, which will allow TJJD to meet the expenditure criteria required by the legislative session; and

WHEREAS, allocations remain in compliance of State budgeting and reporting requirements. Below is the expected allocation of funds for FY2018 totaling \$10,111,157.00, which is \$532,453 below 2016 State Aid grant allocations. Dallas County allots county funds to match budget shortfalls in salaries paid out of State Aid Grant funds. An estimated amount of match funds of \$2 million is expected for FY 2018.

State Aid Grants	2016	2017	2018
Basic Probation	3,077,650.00	3,011,309.00	2,736,680.00
Community Programs	2,254,594.00	2,283,369.00	1,664,901.00
Pre & Post Adjudication Facilities	933,792.00	933,773.00	844,275.00
Commitment Diversion Initiatives	2,149,381.00	2,149,381.00	1,562,688.00
Mental Health Service	554,521.00	554,521.00	775,028.00

Flexible Funds	1,673,672.00	1,498,385.00	2,527,585.00
TOTAL	\$ 10,643,610.00	\$ 10,430,738.00	\$ 10,111,157.00
Target Grants	2016	2017	2018
M - Special Needs Diversionary Program	239,632.00	239,632.00	239,632.00
S - Prevention & Intervention Demonstration Project	7,667.02	7,667.02	6,930.00
TOTAL	\$ 247,299.02	\$ 247,299.02	\$ 246,562.00
Grand Total:	10,890,909.02	10,678,037.02	10,357,719.00

; and

WHEREAS, TJJD will make grant payments for the following grants during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2018-2019 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2% below previous fiscal year. Prior to the commencement of fiscal year 2018, the Department shall provide written notice of any subsequent allocation amounts that may be available to the Grantee. The Department shall disburse any additional funds awarded under the programs shown below in monthly installments with amounts based on the number of installments remaining in the year; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the 2018-2019 Biennium State Financial Assistance Contract and any subsequent amendments to the budget and funding with the Texas Juvenile Justice Department.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Chairman of the Juvenile Board be authorized to execute on its behalf the State Financial Assistance Contract for the 2018-2019 Biennium and subsequent amendments to the budget and funding with the Texas Juvenile Justice Department.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

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



DISCUSSION ITEM R.



Academy for Academic Excellence Director's Report July 2017

On July 24, 2017, the Academy for Academic Excellence (AAE) received the initial Preliminary On-Site Report of Findings from the Texas Education Agency (TEA). TEA visited AAE the week of April 17, 2017. Overall, the TEA visit was very positive.

AAE will collaborate with TEA for the following corrective actions:

1. **Properly Constituted Admission Review and Dismissal (ARD) Meeting:** AAE will revise the language in the Special Education Policies and Procedures to specifically identify who in ARDs can serve as a designee for a campus administrator.
2. **IEP Implementation:** AAE will monitor documentation to reflect individualized justifications for the decision to change the services for special needs students.
3. **State Assessment:** AAE will develop intensive programs of instruction for each assessment where the student did not meet standard on the State Assessment.



ACTION ITEM

VIII.



ACTION ITEM

S.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: August 28, 2017
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence: Internet Service with ERate Discount

Background of Issue:

In July 2015, the Academy for Academic Excellence Charter School Board approved a three-year Interlocal Agreement (Board Order #2015-085) between the Academy for Academic Excellence (AAE) and Dallas County Schools (DCS). The Interlocal Agreement (ILA) was approved to provide AAE with communications infrastructure/internet services which included ERate services. On February 3, 2017, AAE was sent the following notice regarding communications infrastructure/internet services and ERate (schools and libraries universal service support program, commonly known as the ERate program, helps schools and libraries to obtain affordable broadband) from Dallas County Schools:

"We regret to inform you that Dallas County Schools will no longer be providing managed Internet and wide-area network (WAN) services due to recent program changes. DCS will honor the existing contracts for these services through June 30, 2017.

*It is imperative that all customers review their current Internet access and WAN services to determine a proper course of action **immediately**. DCS has included on DCSs ERate 470 for 2017-2018, a request for direct Internet access for those customers whose current service would terminate during the 2017-2018 school year and specified that responding vendors should be prepared to sign contracts directly with the customer, rather than with DCS. However, as responses have not yet been received, all districts may wish to file their own C1 RFP and 470 for Internet and WAN services as necessary".*

The previous agreement with DCS included internet services and ERate services with discounted costs in one contract/agreement. Since DCS cancelled the contract, AAE must now secure two separate contracts to provide internet services and ERate services which ensure compliance with Universal Service Administrative Company (USAC) with proper funding and allowable discounts. The ERate program is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and is the only source that can provide ERate services, funding and discounts. Specifically, USAC is responsible for soliciting bids, processing the applications for support, confirming eligibility, and reimbursing service providers and eligible schools for the discounted services. USAC also ensures that the applicants and service providers comply with the ERate rules and procedures established by the Commission.

*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

AAE began working on new agreements for managed internet and (WAN) services as well as ERate services after receiving the February 3rd letter from DCS. AAE contacted Dallas County Informational Technology Department for guidance with Universal Service Administrative Company (USAC) for Internet and ERate providers. AAE worked with USAC to secure three bids for internet services that also can receive ERate funding. The three bids were from the following vendors:

- AT&T (1st choice) affordable pricing, is the current provider to AAE and has a current Master Agreement with Dallas County
- SPECTRUM (2nd choice) – affordable but not a current provider
- COGENT (3rd choice) – higher in price and high installation charges

More specifically, AAE worked with USAC to select new providers. AT&T was selected to provide the managed internet services to AAE. AAE collaborated with Michael Irvin, Dallas County Purchasing Department, Contracts Specialist; Stanley Victrum, Dallas County Office of Information Technology, Chief Information Officer; Paulette Hunter, Dallas County Information Technology Department, IT Services; and Debra Gilliland, Dallas County Schools, Technology Business Coordinator Technology & Instructional Services; Deborah Sovereign, Certified Public Accountant (CPA) and Vice President/Chief Executive Officer (CEO) of Kellogg and Sovereign Consulting, LLC.

AAE is maintaining services with Kellogg and Sovereign Consulting, LLC since they are currently providing the ERate services to AAE. This would be a continuation of services to AAE and allow a seamless transition without a disruption in services.

Impact on Operations and Maintenance:

AT&T Managed Internet Services shall provide the District with internet services and Kellogg and Sovereign Consulting will provide the ERate services for the educational discounted prices and compliance with UASC.

Strategic Plan Compliance:

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

Legal Information:

The Agreements have been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

- **AT&T Managed Internet Access** – 1,000 Mbps for a monthly cost of \$1,344.00. 90% of the cost (\$1,209.60) is to be paid by ERate and 10% is to be paid by AAE (\$134.40). AT&T Internet access will be paid from State-Aid (7500).
- **ERate Services** - to ensure compliance with Universal Service Administrative Company (USAC) and proper funding - \$1,500 (annually) to be paid from State-Aid (7500).
- The cost for the services are the same as with Dallas County Schools (DCS).

Performance Impact Measures:

AAE will comply with the terms of both agreements (AT&T Managed Internet Services and Kellogg and Sovereign Consulting, LLC).

Project Schedule/Implementation:

The term of the Agreements shall be from September 1, 2017, to August 31, 2018, with the option to renew up to three years, after Board approval.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Agreements with AT&T Managed Internet Services and Kellogg and Sovereign Consulting, LLC for ERate services.

Recommended by:


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



MASTER AGREEMENT

Customer	AT&T
Dallas County Street Address: 1673 Terre Colony Ct City: Dallas State/Province: TX Zip Code: 75212 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Ardis McCann Title: Street Address: 1673 Terre Colony Ct City: Dallas State/Province: TX Zip Code: 75212 Country: USA Telephone: 2146895507 Fax: Email: ardis.mccann@dallascounty.org	Street Address: 311 S Akard St, Rm 821 City: Dallas State/Province: Texas Zip Code: 75202 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Judge Cheryl L. Shannon, President	Name: Patrick J. Gleason
Title: Dallas County Charter School	Title: Sr. Customer Contracts
Date:	Date: Aug 10 2017 bt904t

Customer (by its authorized representative)	Approved as to Form
By:	By:
Name: Dr. Terry S. Smith, Director	Name: Denika R. Caruthers, J.D.
Title: Dallas County Juvenile Department	Title: Administrative Legal Advisor, Dallas County Juvenile Department
Date:	Date:

MASTER AGREEMENT

DALLAS COUNTY CHARTER SCHOOL BOARD:

BY: Judge Cheryl L. Shannon, President
Dallas County Charter School

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

AT&T:



Patrick J. Gleason
AT&T
Sr. Customer Contracts
Aug 10 2017

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T

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reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments. Customer payments to AT&T shall be in accordance with Section 2251.021(b) and 2251.025 of the Texas Government Code.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

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4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement. Notwithstanding any other provision of this agreement, the parties understand that Customer is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

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- (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

Notwithstanding any other provision of this agreement, AT&T understands and agrees that this section does not waive the doctrines of sovereign immunity and immunity from suit and to the extent authorized under the laws and Constitution of the State of Texas,

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized under the laws and Constitution of the State of Texas, Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent,

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trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension. The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

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8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

8.5. Non-Appropriations of Funding. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 8 (Suspension and Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

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- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of Texas, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. In the event of any dispute that arises pursuant to or in connection with this Agreement, exclusive venue for the adjudication of such dispute shall lie in Dallas County, Texas.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

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"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

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ATTACHMENT A to Master Agreement

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;

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- 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)

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A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/departments/HR/title_vi.html or at the address above.

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

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

E. Enforcement

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

Master Services Agreement Professional E-Rate Management Services

Kellogg & Sovereign® Consulting, LLC ("KSLLC") agrees to provide E-Rate Management services to assist **ACADEMY FOR ACADEMIC EXCELLENCE, DALLAS, TEXAS** ("Applicant") with the Universal Service Discount Mechanism for Schools & Libraries ("E-Rate Program") filing and compliance.

The following services are included in our standard fee and are detailed in the attached and incorporated *Scope of Professional E-Rate Management Services*:

Pre-Funding Services:

CIPA Compliance Review
Entity Verification & Changes
Discount Calculation
Form 470 Preparation, Review
and Submission
Competitive Bidding – RFP
Review, Bid Packet
Form 471 Preparation, Review
and Submission

Post Funding Services:

Form 486 Preparation, Review
and Submission
Form 472 Preparation, Review
and Submission
SPIN Changes and Service
Substitutions
Invoice Extensions
Form 500 Preparation, Review
and Submission
Program Compliance
Document Retention
USAC & FCC Appeals

Support Services & Tools

On-Line Chat
Phone Support
Monthly Conference Calls
Summer Workshops
USAC E-Rate portal
KSLLC Client portal
Webinars
Online RFP Questionnaire
www.erate470.com
www.kelloggllc.com

Services offered outside of our standard fee and priced separately include reconciliation of service provider discounts (SPI-Form 474), assistance with on-site audits, special compliance reviews, Payment Quality Assessment (PQA) reviews, selective review information requests (SRIR), competitive bidding reviews, cost effectiveness reviews and other reviews as requested by the Universal Service Administrative Company (USAC).

KSLLC is not a law firm and is not licensed to practice law. Any and all matters which require a legal opinion or review by a legal professional must be contracted out to the appropriate outside legal counsel.

Term

Term of this agreement shall be effective from date of execution of this agreement through **June 30, 2018** with up to two (2) subsequent twelve month renewals subject to annual mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification.

Fees

Fees shall be mutually agreed upon annually. KSLLC shall provide Applicant with a *Professional E-Rate Management Services Fee Schedule* that shall be incorporated into this Master Services Agreement upon execution of both parties.

Applicant (School or Library) Responsibilities

USAC E-RATE PRODUCTIVITY CENTER “EPC”

Applicant responsibilities regarding the online E-rate Productivity Center (“EPC”) are as follows:

Applicants must provide Kellogg & Sovereign Consulting with access to their online E-rate Productivity Center (“EPC”) located on the USAC web site. *Kellogg & Sovereign cannot provide any E-Rate filing services on behalf of the Applicant until access is granted.*

The applicant must designate an authorized school or library business official as the general contact and maintain their online access including passwords to ensure there is always an authorized school or library business official with full rights able to access the Applicant’s EPC. If the general contact for the applicant changes, it is the Applicant’s responsibility to notify USAC and assign a new general contact.

For Applicants who will be utilizing the reimbursement (BEAR - FCC Form 472) method to receive E-rate discounts, the Applicant must complete an FCC Form 498 online and must notify USAC of any changes in order to keep the Form 498 information current.

The Applicant is fully responsible for timely certifying FCC forms submitted by KSLLC on behalf of the Applicant on the Applicant’s E-rate Productivity Center.

TIMELY RESPONSE TO DOCUMENT REQUESTS:

It will be KSLLC’s responsibility to list a due date on each request for documentation. Moreover, KSLLC will send all documentation requests to the applicant’s designated contact person via e-mail. It will be the applicant’s responsibility to return the requested documentation by the due date shown. To cover the extra costs of staff overtime, multiple sending of requests, and undue hardship, KSLLC reserves the right to provide advance notification, and if necessary, charge a late response fee for any request that is received after the deadline stated on the request. At the discretion of KSLLC, the late response fee may be waived if the applicant requests an extension prior to the due date. Once a late response fee is incurred, KSLLC will send applicant an invoice immediately which will be due and payable upon receipt. If the late response fee invoice is not paid within 45 days, the contract may be terminated by KSLLC.

Example 1: KSLLC sends a request for copies of bills to applicant in September. The due date listed on the request is October 15 along with notification that a late response will result in late fees of \$100 per day. Your documentation is not received by KSLLC until October 21. KSLLC would charge a late response fee of \$500.00 (5 days late x \$100/day).

Example 2: Same facts as above, but applicant sends an email notice to KSLLC on October 14 explaining that their accounts payable clerk is out on maternity leave, but documents can be provided to KSLLC by October 31. Applicant’s documentation arrives in KSLLC’s office on October 30. No late response fee would be charged.

SERVICE PROVIDER DISBURSEMENTS – DISCOUNT (SPI FORM 474) METHOD ONLY

If an applicant chooses to receive E-Rate discounts by the discount method (Service Provider Invoice – SPI Form 474) instead of the reimbursement method (Billed Entity Applicant Reimbursement Form 472), the applicant must reconcile service provider discounts. According to USAC, it is the beneficiary school or library’s responsibility to review all service provider bills and E-Rate discounts provided to the beneficiary through the service provider discount method (Form 474 – Service Provider Invoice). Therefore, it is the responsibility of the school or library to review service provider bills and credits received to ensure the following: (1) the services were used solely for educational purposes; (2) the service provider only requested discounts for eligible goods and services; (3) the service provider allocated the costs of any contract that included both eligible and ineligible components in the related request for discount; (4) the service provider deducted from the pre-discount cost of services the value of all price reductions, promotional offers, and “free” products or services; and (5) the applicant retained all documents related to the service provider’s request for discounts on behalf of the beneficiary.

Neither KSLLC nor its employees or agents are responsible for the actions of service providers related to the applicant's E-Rate funding. This includes all documentation provided by service providers including bids submitted, Item 21 supporting documentation, proposals, and contracts. Additionally, if the applicant selects the discount method for receiving E-Rate funding, the service provider is solely responsible for proper calculation, review, and application of E-Rate credits to the applicant's bills. *Reconciliation of service provider discounts related to the discount (SPI-Form 474) method is NOT included with KSLLC's standard fee and may be contracted separately.*

DOCUMENT RETENTION (TEN YEARS)

All documents prepared or handled by KSLLC will be copied, scanned and archived. However, KSLLC cannot be responsible for retention of documents not in KSLLC's possession.

As stated in the *E-Rate Modernization Order*¹, the Applicant will be responsible for retaining documentation for a period of **TEN YEARS** after the latter of the last day of the applicable funding year, or the last day of delivery of services for that funding year.

The *Schools and Libraries Fifth Report and Order*² requires retention of the following documentation:

Pre-bidding Process. The school/library will retain signed copies of all written agreements with E-rate consultants. Documentation in this area is also retained by KSLLC.

Bidding Process. All documents used during the competitive bidding process will be retained. Documents such as: Request(s) for Proposal (RFP(s)) including evidence of the publication date; documents describing the bid evaluation criteria and weighting, as well as the bid evaluation worksheets; all written correspondence between the school/library and prospective bidders regarding the products and service sought; all bids submitted, winning and losing; and documents related to the selection of service provider(s). Documentation in this area is also retained by KSLLC.

Contracts. The school/library will retain executed contracts, signed and dated by both parties. This includes all amendments and addendums to the contracts, as well as other agreements relating to E-rate between the school/library and the service provider(s), such as up-front payment arrangements. Documentation in this area is also retained by KSLLC.

Application Process. The school/library will retain all documents relied upon to submit the Form 471, including National School Lunch Program eligibility documentation supporting the discount percentage sought; documents to support the necessary resources certification pursuant to section 54.505 of the Commission's rules, including budgets; and documents used to prepare the Item 21 description of services attachment. Documentation in this area is also retained by KSLLC.

Purchase and Delivery of Services. The school/library will retain all documents related to the purchase and delivery of E-rate eligible services and equipment. This includes purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

Invoicing. The school/library will retain all invoices. Related documents include records proving payment of the invoice, such as accounts payable records, service provider statement, beneficiary check, bank statement or ACH transaction record. The school/library will also retain copies of service provider checks payable to the school/library related to Form 472 (BEAR) filings, if applicable.

Assets and Inventory. The school/library will retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment. The school/library will also retain detailed records documenting any transfer of equipment within three years after purchase and the reasons for such a transfer.

Forms and Rule Compliance. All program forms, attachments and documents submitted to USAC will be retained. The school/library will have procedures to require retention of all official notification letters from USAC, as applicable: FCC Form 470 certification pages (if not certified electronically), FCC Form 471 and certification pages (if not certified electronically), FCC Form 471 Item 21 attachments, FCC Form 479, FCC Form 486, FCC Form 500, FCC Form 472. The school/library will also retain any documents submitted to USAC during program integrity assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests. In addition, the school/library will retain documentation to provide compliance with other

¹*Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, E-Rate Modernization Order, FCC 14-99A1 Released on 7/23/2014. http://transition.fcc.gov/Daily_Releases/Daily_Business/2014/db0723/FCC-14-99A1.pdf [last accessed July 31, 2014]

²*Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 Released on 8/13/04. http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-04-190A1.pdf

program rules, such as records relevant to show compliance with the Children's Internet Protection Act (CIPA). Documentation in this area is also retained by KSLLC.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. KSLLC will be released from responsibility for the filing of E-Rate applications and any related follow up work or USAC reviews immediately upon receipt of the termination notice. All terminations must be delivered in writing via certified mail to the addresses and parties listed herein.

Liability

KSLLC will make every reasonable effort to avoid any errors or omissions in the services or advice that KSLLC provides to KSLLC's clients. However, the rules, regulations, and guidelines for both the universal service discount mechanism for schools and libraries (E-Rate) are voluminous, ambiguous and constantly changing. KSLLC's liability for any errors or omissions will be limited to a full refund of the fees paid to KSLLC and will not include liability for any consequential or related damages. Any claim for damages will expire within two years of when the final billing is mailed to the Applicant. KSLLC's liability is strictly limited to the Applicant and the Applicant's specific organization. Any recommendations or actions provided to the Applicant may not be used or relied upon by any other parties or related entities. Disputes with the Universal Service Administrative Company ("USAC") regarding the interpretation of the rules will not constitute an error or omission if the Applicant has been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in the funding processes for E-Rate, Kellogg & Sovereign[®] Consulting, LLC does not warrant or guarantee any E-Rate funding or support payments will be received as a result of this contractual agreement.

Miscellaneous

Independent Contractor.

The Applicant and KSLLC agree that KSLLC is an independent contractor. Nothing in this Agreement shall be construed to create any employment relationship between the Applicant and KSLLC. KSLLC shall be solely responsible for reporting and payment of any income, self-employment, social security, occupational, or any other state, federal, or local taxes owed as a result of any money received under this Agreement. KSLLC understands and agrees that it has no authority to and may not represent or otherwise hold itself out as an employee or agent of the Applicant and shall not enter into any agreement, contract, or obligation of any kind on behalf of the Applicant. The parties agree that the *Letter of Agency* is hereby incorporated into this agreement. Finally, KSLLC will not have or exercise the authority to supervise or direct the activities of any employee/agent of Applicant.

Standard of Work.

KSLLC represents and warrants that it will perform the services under this agreement in a good workmanlike and professional manner and with a level of care, skill, knowledge, and judgment required or reasonably expected of entities performing similar services. Applicant will not exercise any control or direction over the methods by which KSLLC performs such services.

Dispute Resolution.

Any disputes arising out of this Agreement shall be resolved informally, where possible, through conference with the Applicant's designee. With respect to any dispute that cannot be promptly resolved through informal conference, KSLLC shall present such dispute to the Applicant in writing pursuant to the Applicant's Board Policy prior to seeking appropriate legal action.

Confidential Information.

Applicant acknowledges that pursuant to this Agreement, its agents or employees will obtain and gain knowledge of certain information and trade secrets which are confidential and proprietary to KSLLC, including without limitation, information,

trade secrets, ideas, concepts, inventions, designs, developments, procedures, data, know-how, etc. All such information shall remain the exclusive property of KSLLC and may be disclosed to the extent required by law.

Assignment and Successors.

The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties to this Agreement, provided that Applicant may not assign any of its rights, privileges, or duties hereunder without the prior written consent of KSLLC.

Partial Invalidity.

The provisions of this Agreement are severable, and if any part of it is found to be invalid, void or unenforceable, the remaining paragraphs shall remain fully valid and enforceable.

INDEMNIFICATION

All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

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.

ENTIRE CONTRACT

This Agreement constitutes the entire and only agreement between the parties relating to the services being provided hereunder, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

SIGNATORY WARRANTY

The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective parties.

We believe this *Agreement to Provide Professional E-Rate Management Services*, as well as the incorporated *Scope of Professional E-Rate Management Services, Letter of Agency, and Fee Schedule* accurately set forth the mutual understanding of the parties. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning us the executed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2017.

DALLAS COUNTY CHARTER SCHOOL BOARD:

KELLOGG & SOVEREIGN® CONSULTING, LLC:

BY: Judge Cheryl L. Shannon, President
Dallas County Charter School


BY: Deborah J. Sovereign
Kellogg & Sovereign® Consulting, LLC

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

SCOPE OF PROFESSIONAL E-RATE MANAGEMENT SERVICES

The following services will be provided by Kellogg & Sovereign® Consulting, LLC ("KSLLC") in conjunction with the Master Services Agreement for Professional E-Rate Management Services ("MSA"), its related Letter of Agency, and Fee Schedule. Unless specifically set forth herein or amended in writing, this Scope of Professional E-Rate Management Services shall be a comprehensive list of available services provided under this agreement.

PRE-FUNDING SERVICES

Entity Verification and Changes. Verify that applicant's entities are properly registered with the Universal Service Administrative Company Schools and Libraries Division ("SLD") and the Federal Communications Commission ("FCC"). Submit to USAC and verify changes in entity names, addresses, and other entity changes as necessary.

Competitive Bidding, Forms 470 Preparation and Submission. Provide questionnaire to applicant for use in preparing applicant-driven Requests for Proposals ("RFPs") in compliance with E-Rate program requirements. Use applicant's questionnaire responses or applicant-provided RFPs to prepare and submit Forms 470. Review applicant-prepared RFPs for compliance. Review bids, collect and review supporting documentation. Assist service providers with inquiries. Advise applicant with regard to compliance with E-Rate program rules and regulations for proper conduct of a fair and open competitive bidding process. Provide applicant with unlimited use of KSLLC's online RFP web site, www.erate470.com.

Discount Calculation. Gather and assimilate documentation from applicant and consortium members, if applicable, to determine discount per E-Rate program rules. Advise applicant with regard to E-Rate program rules for the proper calculation of discounts.

Funding Tracking and Analysis. Assist applicant with maximizing discounts received for E-Rate eligible products and services under the program rules. Track Category 2 budgets and funding for each year of the five year funding cycle. Provide applicant with guidance regarding budget allotment and project planning.

Forms 479 and Letters of Agency for Consortium Filings. Manage the distribution and receipt of both letters of agency ("LOA") and properly completed Forms 479 from participating consortium members in compliance with E-Rate program requirements.

Forms 471 Preparation and Submission. Provide applicant with packet of bids received, bid evaluation grid, and other forms as needed to ensure compliance with E-Rate program rules and requirements. Track applicant responses, gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit applications in compliance with E-Rate program rules and requirements. KSLLC will file separate applications for category one services (broadband services to schools and libraries and voice services) and category two services (Internal Broadband Connections, Managed Internal Broadband Services and Basic Maintenance). KSLLC will properly cost allocate services and file all voice services on separate funding requests per requirements of the FCC's *E-Rate Modernization Order*³.

Program Integrity Assurance (PIA). Represent applicant throughout the application review process. Work directly with PIA to process requests for additional information and clarification during application review. Minimize the

³ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking, FCC 14-99 (rel. July 23, 2014) (*E-Rate Modernization Order or Further Notice*).

risk of denied or reduced funding requests and significantly reduce the disruption of applicant staff and internal processes by providing professional assistance during the review process.

CIPA Compliance Review. Review applicant provided documentation to verify compliance with the *Children's Internet Protection Act* (CIPA).

POST-FUNDING SERVICES

Follow Up Services. Prepare, submit and track Forms 486, 500, and 472 (BEARs) as required. Work directly with program administrator, USAC⁴, on E-Rate related issues and coordinate with service providers and applicant to ensure payment of services. Assist applicant with preparation and submission of service certifications during invoice review.

Reconciliation of service provider discounts (Form 474) is offered outside of KSLLC's standard fee and may be contracted separately. Applicant is responsible for their own accounts payable functions including but not limited to payment of their bills, submission of disconnect notices, dispute of past due fees, and other actions as necessary for proper handling of accounts payable activities. KSLLC is not responsible for payment of applicant's bills, Service Provider discounts, or other billing disputes.

Selective Reviews and Appeals. In the event of funding denials, reductions, or other disputes related to E-rate funding, KSLLC will represent the applicant in filing appeals with USAC and, if necessary, with the FCC.

Services offered outside of KSLLC's standard fee and may be contracted separately include assistance with on-site audits, special compliance reviews, Selective Review Information Requests (SRIR), Competitive Bidding Reviews, Cost Effectiveness Reviews, Payment Quality Assessment (PQA) Reviews, and other reviews as requested by USAC.

SPIN Changes and Service Substitutions. KSLLC will process up to one SPIN (Service Provider Identification Number) change or service substitution request for each funding request as needed after funding. Additional SPIN changes and service substitution requests will be billed at a rate of \$95.00/hour.

Service Delivery Deadline Extensions. KSLLC will process service delivery deadline extensions as requested by applicant prior to the deadline for installation of non-recurring services. Applicant must provide KSLLC with a reasonable explanation for the extension and **must** provide the request to KSLLC a **minimum of FOUR (4) weeks prior to the invoicing due date**.

Invoice Deadline Extensions. Effective with the E-Rate Modernization Order, invoicing deadlines must be met unless a written request for a one-time extension is submitted prior to the invoicing deadline. In response to a timely filed invoice extension request, USAC will provide only one invoice extension for an additional 120 days.

KSLLC will process invoice deadline extension requests on behalf of the applicant upon receipt of request for an invoice extension by either the applicant or the service provider. **Extension requests must be submitted to KSLLC a minimum of FOUR (4) weeks prior to the invoice due date.**

Applicants must cooperate with KSLLC in timely providing necessary documentation to submit reimbursement requests to USAC or to request service provider discounts.

KSLLC is not responsible for invoices submitted after the invoice deadline by service providers or for reimbursement requests not submitted due to lack of response by the applicant.

⁴ Universal Services Administrative Company, Schools and Libraries Division.

KSLLC will contact the service provider and request discounts on behalf of the applicant as long as the applicant provides the documentation requested by the service provider to KSLLC within eight (8) weeks of receipt of the funding commitment decision letter. Applicants who choose the reimbursement method must provide copies of all documentation necessary to process the reimbursement request to KSLLC no later than eight (8) weeks prior to the invoicing deadline. "Lack of response by the applicant" means that the applicant submitted the requested documentation outside of the time frames listed above.

Program Compliance and Documentation. KSLLC will provide the following:

- Professional expertise on development of strategies to maximize E-Rate discounts to meet educational or library goals.
- Advisement of known E-Rate program rules, procedures, and filing requirements that may impact the successful filing and review of E-Rate applications.
- Timeline for processing applications within deadlines for both USAC and applicant's board approval.
- Assistance with the review and identification of eligible products and services based on the most recent eligible services list and guidance available from USAC.
- Assistance with cost allocation of products and services according to USAC guidelines.
- Assistance (non-attorney) with contract documentation for compliance with USAC rules and regulations.
- Verbal and written notification of changes in E-Rate program rules, regulations and procedures.
- Copies of forms processed and supporting documentation retained in electronic format.
- Access to online tools for funding data and analysis for all years of the E-rate program.

USAC E-Rate Productivity Center (EPC). Beginning in July 2015, USAC implemented an online E-rate productivity center for E-Rate form submission and document retention. KSLLC assists our clients with gaining access to EPC, setting up KSLLC as an account holder and providing training on how to use and access the USAC online productivity center.

Summer Workshops, Monthly Conference Calls, KSLLC Client Portal, Webinars, Live Chat, and other Support.

KSLLC offers monthly conference calls to update our clients on current E-rate information. E-Rate workshops are provided at no cost each summer. Clients may attend in person, online or view archived sessions. Clients have access to their customized KSLLC client portal with documentation, calendars, reference materials and to-do items. Step by Step webinars on KSLLC's website, www.kelloggllc.com, provide access to training including RFP questionnaire and bid evaluations. KSLLC offers instant response using online live chat. Unlimited phone and email support are provided throughout the year.

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: August 28, 2017

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 August 2017, 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, in July 2015, the Academy for Academic Excellence Charter School Board approved a three-year Interlocal Agreement (Board Order #2015-085) between the Academy for Academic Excellence (AAE) and Dallas County Schools (DCS). The Interlocal Agreement (ILA) was approved to provide AAE with communications infrastructure/internet services which included ERate services. On February 3, 2017, AAE was sent the following notice regarding communications infrastructure/internet services and ERate (schools and libraries universal service support program, commonly known as the ERate program, helps schools and libraries to obtain affordable broadband) from Dallas County Schools:

"We regret to inform you that Dallas County Schools will no longer be providing managed Internet and wide-area network (WAN) services due to recent program changes. DCS will honor the existing contracts for these services through June 30, 2017.

*It is imperative that all customers review their current Internet access and WAN services to determine a proper course of action **immediately**. DCS has included on DCSs ERate 470 for 2017-2018, a request for direct Internet access for those customers whose current service would terminate during the 2017-2018 school year and specified that responding vendors should be prepared to sign contracts directly with the customer, rather than with DCS. However, as responses have not yet been received, all districts may wish to file their own C1 RFP and 470 for Internet and WAN services as necessary"; and*

WHEREAS, the previous agreement with DCS included internet services and ERate services with discounted costs in one contract/agreement. Since DCS cancelled the contract, AAE must now secure two separate contracts to provide internet services and ERate services which ensure compliance with Universal Service Administrative Company (USAC) with proper funding and allowable discounts. The ERate program is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and is the only source that can provide ERate services, funding and discounts. Specifically, USAC is responsible for soliciting

bids, processing the applications for support, confirming eligibility, and reimbursing service providers and eligible schools for the discounted services. USAC also ensures that the applicants and service providers comply with the ERate rules and procedures established by the Commission; and

WHEREAS,

AAE began working on new agreements for managed internet and (WAN) services as well as ERate services after receiving the February 3rd letter from DCS. AAE contacted Dallas County Information Technology Department for guidance with Universal Service Administrative Company (USAC) for Internet and ERate providers. AAE worked with USAC to secure three bids for internet services that also can receive ERate funding. The three bids were from the following vendors:

- AT&T (1st choice) affordable pricing, is the current provider to AAE and has a current Master Agreement with Dallas County
- SPECTRUM (2nd choice) – affordable but not a current provider
- COGENT (3rd choice) – higher in price and high installation charges

More specifically, AAE worked with USAC to select new providers. AT&T was selected to provide the managed internet services to AAE. AAE collaborated with Michael Irvin, Dallas County Purchasing Department, Contracts Specialist; Stanley Victrum, Dallas County Office of Information Technology, Chief Information Officer; Paulette Hunter, Dallas County Information Technology Department, IT Services; and Debra Gilliland, Dallas County Schools, Technology Business Coordinator Technology & Instructional Services; Deborah Sovereign, Certified Public Accountant (CPA) and Vice President/Chief Executive Officer (CEO) of Kellogg and Sovereign Consulting, LLC.

AAE is maintaining services with Kellogg and Sovereign Consulting, LLC since they are currently providing the ERate services to AAE. This would be a continuation of services to AAE and allow a seamless transition without a disruption in services; and

WHEREAS,

AT&T Managed Internet Services shall provide the District with internet services and Kellogg and Sovereign Consulting will provide the ERate services for the educational discounted prices and compliance with UASC; and

WHEREAS,

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

WHEREAS,

the Agreements have been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor; and

WHEREAS,

this information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

- **AT&T Managed Internet Access** – 1,000 Mbps for a monthly cost of \$1,344.00. 90% of the cost (\$1,209.60) is to be paid by ERate and 10% is to be paid by AAE (\$134.40). AT&T Internet access will be paid from State-Aid (7500).
- **ERate Services** - to ensure compliance with Universal Service Administrative Company (USAC) and proper funding - \$1,500 (annually) to be paid from State-Aid (7500).
- The cost for the services are the same as with Dallas County Schools (DCS); and

- WHEREAS,** AAE will comply with the terms of both agreements (AT&T Managed Internet Services and Kellogg and Sovereign Consulting, LLC); and
- WHEREAS,** the term of the Agreements shall be from September 1, 2017, to August 31, 2018, with the option to renew up to three years, after Board approval; and
- WHEREAS,** it is recommended that the Academy for Academic Excellence Charter School Board approve the Agreements with AT&T Managed Internet Services and Kellogg and Sovereign Consulting, LLC for ERate services.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Agreements with AT&T Managed Internet Services and Kellogg and Sovereign Consulting, LLC for ERate services.

DONE IN OPEN BOARD MEETING this 28th day of August, 2017.

The foregoing Academy for Academic Excellence Charter School Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Academy for Academic Excellence Charter School Board on a vote of ____ for the motion and ____ opposed.

Recommended by:

Approved by:

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

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



EXECUTIVE SESSION IX