



**AGENDA**  
**DALLAS COUNTY JUVENILE BOARD**  
**Monday, September 25, 2017 ~ 5:00 PM**  
**305<sup>th</sup> District Court Master / Referee Courtroom, Rm. A332, 3<sup>rd</sup> Floor**  
**Henry Wade Juvenile Justice Center, 2600 Lone Star Dr., Dallas, TX 75212**

**FILED**  
**2017 SEP 20 PM 2:57**  
**COUNTY CLERK**  
**DALLAS COUNTY**

- I. **Call to Order**
- II. **Approval of Minutes**  
Approval of September 12, 2017
- III. **Public Comment (Limited to 3 minutes per individual or organization)\***
- IV. **Discussion Items-Juvenile Department**
  - A. Director's Report
  - B. JJAEP Update
  - C. Interlocal Agreement Contract with University of Texas Southwestern Medical Center (UTSW) for Psychological Services
  - D. House Bill 1204
- V. **Action Items - Juvenile Department**
  - E. Youth Service Advisory Board (YSAB) Juror Fund Recommendation for FY2018 and Memorandum of Understanding as follows:
    - Memorandum of Understanding for AIM, LLC
    - Memorandum of Understanding for Big Thought
    - Memorandum of Understanding for Café Momentum
    - Memorandum of Understanding for Sheila Bailey Ministries
    - Memorandum of Understanding for Succeeding at Work
    - Memorandum of Understanding for Hayles Educational Inc.
  - F. Youth Services Advisory Board (YSAB) Juror Funds Recommendations for Internal Programs for Fiscal Year 2018
  - G. Renewal of Non-Residential Contracts for FY2018
  - H. One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County
  - I. Approval of Memorandum of Understanding between North Texas Alliance to Reduce Teen Pregnancy (NTARuPT) in collaboration with Planned Parenthood of Greater Texas and Dallas County Juvenile Detention Programs
  - J. Ratification of Contract with Jewish Family Service of Greater Dallas for Fiscal Year 2018
  - K. Juvenile Processing Office: Dallas County Schools Police Department, Dallas Independent School Department Police Department, Desoto Police Department, Grand Prairie Police Department, and Wilmer Police Department
  - L. Approval of Memorandum of Understanding between Dallas County Juvenile and Big Thought for Evening Reporting Center
  - M. Approval of Memorandum of Understanding between Dallas County Juvenile and Inspire U for Evening Reporting Center
  - N. Approval of Memorandum of Understanding between Dallas County Juvenile and Youth Advocate Programs, Inc. for Evening Reporting Center
- VI. **Public Hearing for Academy for Academic Excellent (AAE) (Limited to 3 minutes per individual or organization)\***

Topic: Charter School FIRST Rating Report

  - Motion to Open
  - Discussion
  - Motion to Close
- VII. **Discussion Items - Charter School**
  - O. AAE Charter School Update
- VIII. **Action Items - Charter School**
  - P. Academy for Academic Excellence Budget Amendment #2: Increase in Revenue for IDEA-B
- 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 (214.698.2214) By 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting. Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.*



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



# APPROVAL OF MINUTES

II.



MINUTES OF MEETING DATE: September 12, 2017 (Rescheduled from August 28, 2017)

DALLAS COUNTY      TIME: 5:00 PM

JUVENILE BOARD

PLACE: Henry Wade Juvenile Justice Center  
305<sup>th</sup> Master's Courtroom, Room A332, 3<sup>rd</sup> floor  
2600 Lone Star Drive  
Dallas, TX 75212

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

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

I. **Call to Order**

At 12:07 Commissioner John Wiley Price, Vice- Chairman, noted that a quorum was present and called the meeting to order.

- Judge Martin moved to open the August rescheduled meeting of the Juvenile Board; Judge Craig Smith seconded. The motion passed unanimously.

Commissioner informed the Board they would be taking a tour of both the Dr. Jerome McNeil Jr. Detention Center and the Marzelle Hill Transition Center.

II. **Tour of Facility**

The Juvenile Board members left to tour both the Dr. Jerome McNeil Juvenile Detention Center and Marzelle C. Hill Transition Center at 12:08 pm as the Board was walking out for the tour Judge Cheryl Lee Shannon joined the tour, and the group returned at 12:35 pm., at which time Commissioner Price relinquished the chair and turned the meeting over to Judge Cheryl Lee Shannon, Chairman.

**III. Approval of Minutes**

Judge Shannon asked the Board to approve the minutes from the July 24, 2017 Juvenile Board meeting.

- Commissioner Price moved to approve the July 24, 2017 minutes; Judge Paula Miller seconded. The motion passed unanimously.

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

Judge Shannon noting there was no one present for comments, moved to the discussion items.

**V. Discussion Items – Juvenile Department****A. Director's Report**

Dr. Smith began by stating that she would not be reading the Director's report due to time constraints, but offered to the Board the opportunity to address any concerns they may have with the information provided in the report. She then recognized Ms. Chaka Hall as the Employee of the month for the month of August.

**B. JJAEP Update**

Dr. Smith restated that due to time constraints that she would not read the full report but would answer any questions the members may have.

**VI. Action Item - Juvenile Department****C. Certification of Pre and Post-Adjudication Programs located at the Dr. Jerome McNeil Jr., Juvenile Detention Center.**

Dr. Smith stated 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. 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.

- Commissioner Price moved to certify the Pre and Post-Adjudication Programs, 248 beds for pre-adjudication detention, 110 beds for post-adjudication, and 74 beds with dual certification; Judge Smith seconded. The motion passed unanimously.

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 And Responsible Sexuality (STARS) and Short Term Adolescent Residential Treatment (START) Programs.

Dr. Smith stated it is respectfully recommended that the Dallas County Juvenile Board approve the 2017 Dallas County Juvenile Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the following: Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS), Short-Term Adolescent Residential Treatment (START) Programs. In addition, 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.

- Judge Miller moved to approve the Dallas County Juvenile Board approve the 2017 Dallas County Juvenile Dr. Jerome McNeil Jr. Detention Center Policies and Procedures for the following: Pre-Adjudication and Post-Adjudication Residential Drug Treatment (RDT), Successful Thinking & Responsible Sexuality (STARS) and Short-Term Adolescent Residential Treatment (START) Programs. In addition 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; Judge Andrea Martin seconded. The motion passed unanimously.

E. Certification of the Marzelle C. Hill Transition Center

Dr. Smith stated 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. In 2016, the Hill Center served 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. 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. Average daily cost is \$200.00 per diem per day.

- Judge Smith moved to certify the Marzelle C. Hill Transition Center; Judge Andrea Plumlee seconded. The motion passed unanimously.

F. 2017 Annual Reviews of the Marzelle C. Hill Transition Center Policies and Procedures.

Dr. Smith informed the Board most of the changes made were on the Post side. Those changes address the abuse and neglect sections. She continued by asking the Board to approve the 2017 Policy and Procedures for the Marzelle C. Hill Transition Center and allow the Director or designee to make changes as deemed necessary until it's brought back to the Board.

- Judge Miller moved to approve the 2017 Policies and Procedures for the Marzelle C. Hill Transition Center; Judge Martin seconded. The motion passed unanimously.

G. Implementation of House Bill 1204

Dr. Smith informed the Board House Bill 1204 deals with 10-11 year olds who comes through the system. She continued by saying the Department has been meeting with Police Departments to identify that this Bill would go into effect September 1, 2017. Dr. Smith informed the members the Department has a program and system in place to deal with those individuals who have been charged with 1 of the 10 major felonies. She explained the Department has met with Judge Hunter, Chief of the Juvenile Division of the Dallas County District Attorney's Office and Ms. Delores Esparza of the Juvenile Public Defenders Office. She stated they are in agreement with the implementation of the program and system. Dr. Smith asked the Board to approve the Implementation of House Bill 1204.

- Commissioner Price stated that he has some trepidation and that he would not engage in conversation at this time, but added that he wanted this particular topic on the agenda for discussion. Judge Shannon asked if his concerns included what the program would actually look like once it begins. He stated yes.
- Judge Smith moved to approve the Implementation of House Bill 1204; Judge Plumlee seconded. The motion passed unanimously.
- Judge Shannon informed the members that several contracts would be viewed for ratification as Commissioner Price had signed in Commissioner's Court.

H. Ratification of Interlocal Agreement Contract with University of Texas Southwestern Medical Center (UTSW) for Psychological Services

Dr. Smith stated for edification for the group Commissioner Price signed action items H, I, J, L, N, and O so that the Department would not be remiss in the August 31' 2017, deadline that most of the contracts were due. She continued by stating the Interlocal Agreement Contract with University of Texas Southwestern Medical Center for Psychological Services went into effect September 1, 2017 and is good through August 31, 2018. She asked the Board to renew the Interlocal Agreement between the Juvenile Department and UTSW not to exceed \$69,705.00. She ended by saying they provided approximately 5,155 hours of psychological services during the past year.

- Judge Miller moved to approve the ratification of the Interlocal Agreement Contract with University of Texas Southwestern Medical Center for Psychological Services; Judge Smith second.
- Commissioner Price noted that although he signed the contract, but in the best interest of the Department, he votes no. The motion passed 5-1.

I. Ratification of Contract Renewal with Kaufman County Juvenile Department for Pre-Adjudication beds at Dr. Jerome McNeil Jr. Juvenile Detention Center



Dr. Smith stated that as of this writing the Department has earned more than \$200,000.00 contracting with Kaufman County for Pre-Adjudication beds, this contract is for the period beginning September 1, 2017 through August 31, 2018. The contract was updated to say, the Department only offers 16 beds for pre-adjudication, and once those beds are filled we won't accept any more youth until there is a vacancy. She then asked the Board to renew that contract with Kaufman County Juvenile Department for Pre-Adjudication beds at the Dr. Jerome McNeil Jr., Juvenile Detention Center.

- Commissioner Price moved to ratify the Contract Renewal with Kaufman County Juvenile Department for Pre-Adjudication beds at Dr. Jerome McNeil Jr. Juvenile Detention Center; Judge Plumlee seconded. The motion passed unanimously.
- Before moving on Commissioner Price addressed the Board and stated the Board knows his concerns regarding Action Item H and at some point, he wanted this item placed on the agenda for discussion. Judge Shannon agreed to place item H on the upcoming agenda for September's Juvenile Board meeting.

J. Ratification Contract with Metrocare Services for In-Home Therapeutic Services

Dr. Smith began by asking the Board to approve the ratification contract with Metrocare Services for In-Home Therapeutic Services for an amount not to exceed \$71,400.00. The contract term begins September 1, 2017 through August 31, 2018. She stated at the Boards request this is not an automatic renewal contract.

- Judge Smith moved to approve the ratification contract with Metrocare Services for In-Home Therapeutic Services; Commissioner Price seconded. The motion passed unanimously.

K. Juvenile Processing Offices – University of Texas Southwestern Medical Center Police Department, Glenn Heights Police Department, University Park Police Department

Dr. Smith stated 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 University of Texas Southwestern Medical Center Police Department located at 6303 Forest Park, Dallas, Texas 75390. 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 Processing Office, CID Room 215, for the University Park Police Department located at 3800 University Blvd., University Park, Texas 75205.

- Commissioner Price asked if the Department had given all the Processing Offices their expectations, and if they signed off with complete understanding. Dr. Smith answered in the affirmative.
- Commissioner Price moved to approve the Juvenile Processing Offices – University of Texas Southwestern Medical Center Police Department, Glenn Heights Police Department, and University Park Police Department; Judge Smith seconded. The motion passed unanimously.

- L. Ratification of Approval of University of Oklahoma Health Sciences Center Agreement for Training and Assistance with OJJDP Youth with Sexual Behavior Problems Grant.

Dr. Smith informed the Board that the University of Oklahoma Health Sciences Center changed their agreement and the change will take place during the project period of February 1, 2017 through September 1, 2018. She asked the Board to ratify the ratification agreement with the University of Oklahoma Health Sciences Center.

- Commissioner Price moved to approve the ratification agreement of University of Oklahoma Health Sciences Center; Judge Miller seconded. The motion passed unanimously.

- M. Establishment of First Offender Program by Coppell Police Department

Dr. Smith introduced Rachel Freeman and Eric Debus from the Coppell Police Department. She went on to say the Coppell Police Department has appraised the Juvenile Department that they wish to have their Teen Diversion Program approved as their First Offender Program by the Juvenile Board. The Coppell Police Department will be using the "Truth About Drugs" curriculum for those individuals participating in the program. Coppell Police Officer Rachael Freeman and Eric Debus will facilitate all lessons and is the designated Program Coordinator, directly overseeing the program.

Dr. Smith asked the Board to approve the establishment and operation of a First Offender Program by the Coppell Police Department with no financial impact to the County.

- Commissioner Price moved to approve the Establishment of a First Offender Program by Coppell Police Department; Judge Plumlee seconded. The motion passed unanimously.

- N. Ratification of Drug Court Contract with Judge George Ashford III for FY2018

Dr. Smith stated 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.

- Commissioner Price moved to approve the Ratification of Drug Court contract with Judge George Ashford III for FY2018; Judge Miller seconded. The motion passed unanimously.

- O. Ratification of Renewal and Amendment of the Licensing Agreement between Hand with Care Behavior Management System Inc. and Dallas County Juvenile Department

Dr. Smith stated 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. The 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. She then asked the Board to approve the continuation of the Juvenile Department's contract with Handle With Care Behavior Management System, Inc. for the next twelve (12) months.

- Judge Plumlee moved to approve the ratification of Renewal and Amendment of the Licensing Agreement between Hand with Care Behavior Management System Inc. and Dallas County Juvenile Department; Commissioner Price seconded. The motion passed unanimously.

P. Revised Youth Services Advisory Board Guidelines

Dr. Smith began by exalting the efforts of Judge Paula Miller and Ms. Denika Caruthers, Legal Advisor for the Juvenile Department for their diligence in revising the Youth Services Advisory Board's guidelines. She then asked the Board to approve and adopt the revisions made in the Youth Services Advisory Board Operation Guidelines.

- Dr. Smith informed the Board of the two openings and expressed that if any of the members had a candidate whose name they desired to submit for consideration, to please submit by end of day Wednesday September 13<sup>th</sup> 2017.
- Judge Martin moved to approve the Revised Youth Services Advisory Board Guidelines; Commissioner Price seconded. The motion passed unanimously.

Q. TJJD State Financial Assistance Contract 2018-2019 Biennium

Dr. Smith stated 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. 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. Dr. Smith asked the Board to approve the TJJD State Financial Assistance Contract for FY2018-2019 Biennium for the amount \$10,111,157.00.

- Judge Miller moved to approve the TJJD State Financial Assistance Contract for FY2018-2019 Biennium for the amount \$10,111,157.00; Judge Martin seconded. The motion passed unanimously.
- Judge Shannon asked for a motion to adjourn as the Dallas County Juvenile Board.
- Commissioner Price moved to recess as the Dallas County Juvenile Board; Judge Plumlee seconded. The motion passed unanimously.
- Commissioner Price moved to convene as the Academy for Academic Excellence; Judge Plumlee seconded. The motion passed unanimously.

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

R. AAE Charter School Update

Dr. Smith informed the Board that Texas Education Agency (TEA) made a visit and although it was outstanding visit, there are some corrective actions needed.

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

S. Academy for Academic Excellence Internet Service with ERate Discount

Dr. Smith explained that AAE was notified that Dallas County Schools would 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. 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.

- Commissioner Price asked has AAE always had two contractors. Dr. Smith replied no and explained that before it was only Dallas County Schools. Ms. Ramos explained that Dallas County Schools worked with Kellogg and Sovereign Consulting LLC, AAE paid Dallas County Schools, who in turn sub-contracted with Sovereign who did the ERate portion. AAE was not aware there were two contracts. She further explained that Sovereign is the ERate flow-through. If Sovereign is not used, we do not receive the ERate 10% discount we will have to pay 100% of the cost. To clarify Ms. Ramos stated that yes, AAE had a contract with Dallas County Schools, but they had a sub-contract with Sovereign. Commissioner Price asked for clarity, if AT&T was the contract and Sovereign the ERate pass through. Ms. Ramos responded in the affirmative.
- Commissioner Price moved to approve the Academy for Academic Excellence Internet Service with ERate Discount with both AT&T and Sovereign; Judge Plumlee seconded. The motion passed unanimously.
- Judge Shannon asked for a motion to recess as AAE.
- Commissioner Price moved to recess as AAE; Judge Plumlee seconded. The motion passed unanimously.
- Judge Shannon asked for a motion to reconvene as the Juvenile Board.
- Commissioner Price moved to reconvene as the Dallas County Juvenile Board; Judge Plumlee seconded. The motion passed unanimously.

IX. **Executive Session – Juvenile Department**

Judge Shannon noting there were no items listed for Executive Session asked for a motion to adjourn as the Dallas County Juvenile Board.

- Judge Shannon reminded the Board members to keep open the date of September 29, 2017 at noon, as they will have Executive Session posted for that day.
- Dr. Smith informed the Board that it is possible Letot will be secured by the next scheduled for the September 25, 2017, Juvenile Board meeting. She stated should that be the case the meeting would be held at Letot for certification purposes.
- Judge Plumlee moved to adjourn; Judge Miller seconded. The motion passed unanimously.
- Meeting adjourned at 12:55 pm.





# **PUBLIC COMMENT III.**



# DISCUSSION ITEMS IV.



**DISCUSSION**

**ITEM**

**A.**

**DIRECTOR'S REPORT for AUGUST 28, 2017**  
**(Reschedule meeting held in September 12, 2017)**

The Juvenile Department recognized outstanding departmental employee for August 2017: ***DCJD Employee of the Month***: Mr. Vincent Coronado (Mental Health Court).

**PROBATION SERVICES DIVISION**

The Girl's Service Committee successfully hosted their 3rd Annual Girl's Conference on August 11<sup>th</sup>. Thirty-three (33) girls, who were currently on probation or deferred prosecution, attended the event. The girls created beautiful art work, which depicted the blossoming of a flower; an image of their personal growth and development. Each event was planned in alignment with the mission to build the self-esteem and self-worth of young women by changing their outlook on life, and broadening their horizons. The Evening Reporting Center hosted an End of Summer 3 on 3 Youth Basketball Tournament and Back to School Give-Away on August 11<sup>th</sup>. Six Probation Districts, along with two teams from Evening Reporting Center participated in the tournament. First, Second, and Third place awards were given out and all 33 youth received a backpack filled with school supplies. The Mental Health Court also hosted a Back to School Bash for youth on deferred prosecution currently in Mental Health Court, Youthful Offender Court, and the Diversion Male Court. All 33 youth that attended received lunch and a backpack filled with school supplies. Nicole Brown was selected to fill the Supervisor position in the Intake Screening Unit and Jeremy Burrell was selected to fill the Assistant Supervisor position in the Intake Screening Unit.

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

Throughout the month, two hundred and forty-six (246) youth completed a total of one thousand, six hundred and sixty-eight (1,668) Court Ordered CSR hours at various approved CSR sites in Dallas County. This includes summer community service restitution projects at the North Texas Food Bank, Salvation Army and World Vision. These summer projects were supervised by Probation Officers from field District Offices 6, 7, and 8.

**PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred **12** youth for psychiatric services during the month. A total of **12** psychiatric consultations were performed with **3** of those being follow-up consultations. Of the **10** initial psychiatric consultations performed: **7** resulted in no medication being prescribed, **2** had already been prescribed psychotropic medications and continued those, **0** youth were already prescribed psychotropic medication and the medication was discontinued, and **1** was started on medication.

**INSTITUTIONAL SERVICES DIVISION**

**DETENTION CENTER**

**Program News and Updates:**

August was an extraordinarily amazing month! More than 75 pieces of art created by Detention, Hill Center and RDT youth are on display at the ART TRaVellers Love Field Art Gallery in collaboration with the 100 year celebration of Dallas Love Field Airport. The exhibit is called, "*All I See Is Beauty*." The artistic works of our youth are showcased in the Art Gallery. In the three months that the exhibit will be on display it has the potential of being seen by approximately 3.5 million travelers passing through the airport. The reception and exhibit on August 4<sup>th</sup> was a great success and well attended. Many thanks to County Administrator Darryl Martin, County Judge Clay Jenkins, Commissioner Theresa Daniels, Judges Cheryl Lee Shannon, Judge Andrea Martin, and Judge Alice Rodriguez and District Attorney Sandra Jackson for your support. "*All I See Is Beauty*" will be on display through Sunday, October 8<sup>th</sup> 2017. Special thanks and recognition to Dr. Terry Smith and Ms. Cynthia Wallace who brought this idea to fruition.

**Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours August:** Volunteers: **68** Total Hours: **206**

Dallas County HHS Screening: 11 residents, 0 positive for Syphilis and 0 positive for HIV.



Dallas County HHS Screening: 11 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.

#### August Special Programs/Events:

Special Event: Art Reception and Exhibit at Dallas Love Field Airport

Movie Night: Movies and refreshments made possible by Snickers Church – (1) Fire Proof, (2) A Case for Christ.

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

- Residents attending Socials: Honors males and Honors girls.

#### MARZELLE C. HILL TRANSITION CENTER

**Program and Residents Activities:** Residents started back to school this month, along with a drug education classes.

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

**Volunteer Services:** 7 groups consisting of 18 individuals provided a total 44 hours of service.

Detention			
Detention	July	Aug	YTD
Admissions	181	188	1731
Releases	200	201	1689
ADP	192	162	176
Detention Hearings	471	440	3807
TJJD/Placement Trips	7	6	70
Local trips	61	56	608
Youth transported	6	7	164
START	July	Aug	YTD
Admissions	1	6	68
Releases	2	3	86
Successful	2	3	52
Unsuccessful	0	0	6
Administrative	0	0	28
ADP	28	7	21

HILL CENTER			
	July	Aug	YTD
Admissions	18	27	76
ADP	23	17	68
Releases	21	26	85
Total Youth Served	44	50	158

#### MEDLOCK CENTER

**New Initiatives:** On August 29<sup>th</sup>, TJJD Independent Ombudsman was on campus to conduct interviews with staff for their On-Site Compliance Monitoring Visit. 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. On August 13<sup>th</sup> the campus conducted a back to school rally for the youth and snacks were provided for both the youth and staff.

**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 Jr. Detention Center for routine dental care. Four (4) youth were transported to Dr. Jerome McNeil Jr. Detention Center for follow-up psychological services. Four (4) youth were transported to Children's Medical Center for follow-up medical care. One (1) youth was transported to Parkland hospital for follow-up medical services.

**Volunteer/Intern Hours:** Fourteen (14) volunteers provided eighteen (18) hours of service. The Potter's House provided five (5) hours of service. The Pleasant Valley Baptist Church provided four (4) hours of service. Life Quest Essentials provided seven (7) hours of service.

**Staff:** Clifford Wright, JSO Supervisor, retired effective August 24<sup>th</sup> after 20 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.

**Off Campus:** One (1) resident was transported to Parkland Hospital for surgery. One (1) Resident was transported to his cardiology appointment. One (1) resident transported to his hand clinic. One (1) resident transported to his surgery preparation appointment. Five (5) residents were transported to Detention Center for Review Hearings.

**Volunteer /Intern Hours:** Five (5) individual volunteer provided one-hundred-ten (110) hours of service. Two (2) chaplains provided two (2) hour of service. Twelve (12) group program volunteers provided eighty-three (83) hours of service for a total of one-hundred-ninety-five (195) hours this month.

**Training:** Staff received Online/Web training to assist with retaining re-certification training hours. EQUIP Training for START program facilitated by Dr. Z. Maliti and Dr. Foster. LGBTQ training facilitated

**Medical Services:** Twenty-one (21) residents were seen for sick call requests. Seven (7) residents were treated at the Med Van on campus and seven (7) residents were seen by Mental Health Provider on campus.

**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 two (2) reportable injuries this month:

-August 1<sup>st</sup>, Resident E.C. complained of stomach discomfort, he was treated and released from Parkland Hospital with restriction from recreational activities or physical exertion.

MEDLOCK			
	July	Aug	YTD
Admissions	7	3	49
Released	10	9	61
Successful	10	8	56
Unsuccessful	0	1	5
Administrative	0	0	0
ADP	44	38	45
Total Youth Served	52	45	97
START			
	July	Aug	YTD
Admissions	13	6	51
Releases	9	11	20
Successful	9	11	20
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	33	35	34
Total Youth Served	45	42	51

YOUTH VILLAGE			
	July	Aug	YTD
Total			
Admissions	13	12	61
Released	39	46	34
Successful	48	56	91
Unsuccessful	1	14	49
Administrative	1	12	41
ALOS	0	2	7
ADP	0	0	1
Total Youth Served	86.2	85.5	118.6
YOUTHFUL OFFENDERS			
	July	Aug	YTD
Admissions	0	1	4
Releases	1	1	6
Successful	1	0	4
Unsuccessful	0	1	2
Administrative	0	0	0
ADP	7	6	9
Total Youth Served	8	8	13

-August 6<sup>th</sup>, Resident T.H. injured his right hand during recreation activities in an attempt to catch a football; he was treated and released from Parkland Hospital after being diagnosed with a finger displacement to his right hand.

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

-August 27<sup>th</sup>, Resident R.P. attempted to run from campus; however he returned back to the facility after mediation and counsel with staff members on campus.

## LETOT CENTER

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

Judge Shannon continues to preside over the ESTEEM Court. At the writing of this report there are two (2) youth and families attending ESTEEM Court. One (1) new youth started services and no one completed successfully this month; however, one girl was unsuccessfully discharged because she ran away numerous times and was referred to Detention for court processing. Two (2) youth were referred this month and two (2) youth are actively participating in the ESTEEM court aftercare. This month, the girls participated in a Back to School activity where they received backpacks full of school supplies donated by the POIEMA "church" Foundation. The girls and their family members, and employees participated in the ESTEEM Court's annual overnight Family Retreat at Mr. Lebanon Baptist Camp where they were involved in therapeutic events promoting healthy family bonding and communication.

LETOT CENTER			
Residential	July	Aug	YTD
Admissions	17	16	157
Releases	19	16	163
ADP	18	17	23
Total Youth Served	36	33	180
<b>Intake/Orientation</b>			
Admissions	58	50	529
Releases	55	52	528
ADP	1	1	1
Total Youth Served	58	53	529

### Monthly Community Connection:

**Letot Clinical Psychological Services:** Zero (0) family were referred for Clinical services this month.

**Non-Residential Unit:** A site visit scheduled with City House had to be postponed until next month. In September, there will be a visit to Promise House to extend our services to children in need.

**Residential:** Health Screens – 15, Call Backs – 0, Doctor's visits – 23

**Volunteer Services:** Faith-Based Volunteers: worship and religious study – 6 volunteers, 3.5 hours; Life Skills Volunteers: visiting and teaching - 15 volunteers, 13 hours; for a total of 21 volunteers who provided sixteen and one half hours of volunteer service (16.5 hours).

### 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 resident 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 (13) counseling sessions, (14) family counseling sessions and (22) consultations with the Non-Residential case managers. In addition, there were 3 crisis interventions. The purposes of the individual and family counseling sessions were 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 five Intakes to determine the appropriateness of the individual for Residential or Non-Residential Services as well as psychological assessments. Four Parent/Youth Groups 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 (4) individual, (5) family, (4) HOPE group, and (3) parent group counseling sessions 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 program staff. Letot Clinical staff was involved in 7.5 hours of ESTEEM Court proceedings.

### LETOT RESIDENTIAL TREATMENT CENTER

There were a total of 18 residents from July 25<sup>th</sup> to August 22<sup>nd</sup>. One girl successfully discharged and one was admitted.

**Drug Education** is being provided by the Dallas County Juvenile Department's Substance Abuse Unit. The residents actively participate in the program by interacting in a positive way with the staff and each other. The residents are able to apply what they learn in this class as a coping skill for everyday living. During the summer months, the residents attended this class once a week however, since the school term has started the Drug Education Class will resume once we have confirmed a schedule.

LETOT RTC			
	July	Aug	YTD
Admission	1	1	24
Releases	2	1	20
ADP	18	17	15
Total Youth Served:	19	18	37

**Social Skills:** The girls continue to participate in anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, self-esteem building and assignments. The girls learn the skills and utilize practical application of these skills when they get the opportunity to lead the group of their peers.

### Volunteer Groups:

**Big Thought:** Residents were able to participate in acting classes. The residents have been working on various skits where they are learning role plays and working on character emotions. They are now learning how to write their own scripts for short skits they will perform during the class.

**Epic Yoga:** Residents participate in yoga once a week to engage in the physical, mental, and spiritual practice of relaxing. The residents are also able to incorporate the breathing techniques 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.

**Jr. Players:** Individuals involved in this group meet with the residents on Saturdays and engage them in discovery art projects. They are given verbal images of pictures and assist them with painting the picture on small canvas boards that the girls can subsequently give to their parents or guardians.



**Enrichment Programs:**

**Culinary Arts Program:** The girls continue to thrive in this program and have learned to appreciate the planning and preparing steps necessary to present a nutritious, nice looking meal from various cultures. They are tasked with working through every detail of cooking, from knowing the ingredients that are needed, to writing the recipe, cooking, and serving the meal. Some of this month's culinary classes included learning how to garnish and cut vegetables and fruits to place on serving trays, learning how to properly set tables with flatware, and the proper serving techniques. The girls are also involved in the Career Readiness Classes several days each week.

**Horticulture:** Residents are learning responsibility by planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants. Residents are also growing their own personal plants, and are responsible for the growth and nurturing of their plant daily.

**Clinical Services:**

All 18 residents received individual therapy (approximately 131 hours). Family therapy was offered to all families. Therapists provided family therapy to 18 families (approximately 46 client-contact hours) and 17 parents received parent therapy (22.5 client contact hours). The clinical team also provided crisis intervention (approximately 54 client-contact hours) and clinical rounds (73.5 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 92.75 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Eight 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 group 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. Four meditation groups were provided for the girls to engage in self-reflection and emotional regulation.

**Psychiatric Services:**

Six 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:** Health Screens – 0, Call Backs – 0, Doctor's visits-15.









**DISCUSSION**

**ITEM**

**B.**





## JJAEP Director's Report August 2017

### Director's Report Juvenile Justice Alternative Education Program – August 2017

On August 1, 2017, Administrators reported back to work. The week of August 1<sup>st</sup> administrators attended workshops at Region 10 Educational Service Center on Eduphoria, to assist them in monitoring lesson plans and building assessments. Administrators were given an overview of the instructional focus and general expectations for the 2017-2018 school year.

On August 8, 2017, all teachers reported back to work. The week of August 8<sup>th</sup> staff attended training focusing on curriculum development and verbal de-escalation techniques as well as Handle With Care training for all staff.

On August 14, 2017, students reported back to school.

JJAEP continues to implement Restorative Practices. *Restorative Practices* is a discipline model based on the principles of restorative justice. The aim is to:

- promote a school climate of inclusiveness
- build relationships and promote problem solving

*Restorative Practices* is about building relationships and connections with students which will positively impact academic performance and behaviors.

### Campus Enrollment     55

#### **CAMPUS LIFE AT A GLANCE**

We had a smooth start to our school year. Teachers and staff came in over the summer to decorate the hallways and classrooms to create a climate of caring and high expectations. All of our teaching staff have been hired and are in place providing rigorous instruction. We had everyone return from last year.

Faculty and staff have worked diligently to teach, practice, and monitor our Positive Behavior Intervention and Support (PBIS) expectations and procedures to create a safe and orderly learning environment.

- **Be Respectful** (valuing one another)
- **Be Safe** (setting and respecting boundaries)
- **Be Responsible** (independent action with follow through)

Agreed upon rules for each area of the school that address the three expectations were taught and we will continue to recognize students when they are doing well. In addition to our weekly "Caught in the Act" program, students this year with perfect attendance will be recognized. Students with perfect attendance for the week will be provided a choice between wearing an appropriate shirt of their choosing on Friday or \$20 in JJ bucks to be used towards the "purchase" of a snack, dress code repair, field trips, and/or Fun Friday activities. As our yearly attendance average continues to improve, it is hoped that this weekly recognition will increase previous year gains.

#### **INSTRUCTION AT A GLANCE**

Our students continue to experience rigorous learning through a variety of platforms. Our teachers are using Eduphoria to create meaningful standards-based lesson plans. Teachers are using Edviate (on-line professional development) to meet ongoing professional development needs and to complete compliance videos. Four such compliance videos

included topics on what can be done for an active shooter scenario, Child Find, Educator's code of ethics, and FERPA/Copyright Law.

Juvenile Supervision Officers (JSOs) have continued implementing our new Social Skills curriculum – *Character Development and Leadership*. Every two weeks students learn a new virtue. The first two weeks students spent learning what it means to have a *positive attitude* and its importance for their success. A new addition to the Social Skills class is our Community Circles. JSOs were provided training in July on Restorative Practices, in particular, implementing Community Circles. Every Monday students are provided the opportunity to build community within their group during "circle time." The JSOs are doing an awesome job of making the Social Skills class very meaningful.

We will continue to provide individualized interventions that address reading and math deficiencies. Our Response to Intervention (RTI) plan will guide our decisions as to which students need interventions. Data from student *ITBS* entrance scores, interim grades, and/or report card grades will be used to guide which intervention and for how long the interventions should be applied. Students will receive interventions through such programs as Edmentum, EPS (math and reading support), and Mathematics.



**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

ACTIVE ENROLLMENT						
Student Enrollment as of :	8/31/2017	Total Enrollment:	61			
Students on Probation/Spv.:	34	55.74%				
OFFENSE STATUS						
Disc.:	23	37.70%	Mand.:	38	62.30%	
Plmt.:	0		0.00%			
DEMOGRAPHICS						
Category			Category			
GENDER			DISTRICT	Number	Percent	
Male			CFB-904	0	0.00%	
Female			CHISD-904	1	1.64%	
48	78.69%	13	21.31%	Coppell-992	1	1.64%
GRADE	Number	Percent	Desoto-906	8	13.11%	
3	0	0.00%	DISD-905	11	18.03%	
4	0	0.00%	Duncanville-907	9	14.75%	
5	0	0.00%	Garland-909	8	13.11%	
6	1	1.64%	GPISD-910	6	9.84%	
7	4	6.56%	HPISD-911	0	0.00%	
8	7	11.48%	IRVING-912	3	4.92%	
9	23	37.70%	Lancaster-913	2	3.28%	
10	14	22.95%	Mesquite-914	9	14.75%	
11	6	9.84%	RISD-916	3	4.92%	
12	6	9.84%	Sunnyvale-919	0	0.00%	
61			100.00%			
AGE	Number	Percent	ETHNICITY	Number	Percent	
10	0	0.00%	African American	31	50.82%	
11	1	1.64%	Asian	1	1.64%	
12	1	1.64%	Caucasian	3	4.92%	
13	5	8.20%	Hispanic	26	42.62%	
14	4	6.56%	Native American	0	0.00%	
15	20	32.79%	61			100.00%
16	13	21.31%				
17	13	21.31%				
18+	4	6.56%				
61			100.00%			
OFFENSE DESCRIPTIONS			Number	Percent		
D-12	Serious Misbehavior		14	22.95%		
D-14	Misdemeanor Drugs		1	1.64%		
D-15	Felony Criminal Mischief		0	0.00%		
D-16	Court/County Placement		0	0.00%		
D-17	Assault Against Employee		1	1.64%		
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)		1	1.64%		
D-19	False Alarm/Terroristic Threat		5	8.20%		
Title 5	Off Campus Felonies Against Student & Other New Discretionary		1	1.64%		
M-01	Weapons/Firearms		8	13.11%		
M-02	Weapons other than Firearm		4	6.56%		
M-03	Aggravated Assault		9	14.75%		
M-04	Sexual Assault		2	3.28%		
M-05	Aggravated Sexual Assault		0	0.00%		
M-06	Arson		0	0.00%		
M-07	Murder Offenses/Manslaughter		0	0.00%		
M-08	Indecency with a Child		1	1.64%		
M-09	Aggravated Kidnapping		0	0.00%		
M-10	Felony Drugs		14	22.95%		
M-11	Retaliation Against Any Employee		0	0.00%		
M-12	Aggravated Robbery		0	0.00%		
P-16	Court Placement		0	0.00%		
			61	100.00%		
DETENTION; PLACEMENT or WARRANTS:			5	8.20%		
SPECIAL EDUCATION STUDENTS:			6	9.84%		
Avg. Daily Attendance:		41	75.13%	Cum. SY Daily Attendance: 41 75.13%		

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**2017-2018 School Year**

The month of August began with 59 students and ended with 61 students enrolled to attend the Dallas County's JJAEP. On average, there were 41 or 75.13% of the students attending on any given day in August. Of the 61 students enrolled at month end, there were 23 discretionary referrals; 0 placement; and 38 mandatory referrals.



# DISCUSSION ITEM C.





# DISCUSSION ITEM D.



# ACTION ITEMS

V.



**ACTION ITEM**

**E.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Youth Service Advisory Board (YSAB) Juror Fund Recommendation for FY2018 and Memoranda of Understanding for the following: AIM, LLC, Sheila Bailey Ministries, Big Thought, Succeeding at Work, Café Momentum, and Hayles Educational Inc.

**Background of Issue:**

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs focusing on new or innovative approaches in assisting youth, in the Juvenile Department, and the provision of services which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its July 17, 2017 meeting, YSAB approved allocations for continuation funding for three community organizations: Big Thought, Café Momentum, and Succeeding at Work (Teens at Work program). Additionally, YSAB approved new allocations for funding for two community organizations: Hayles Educational Incorporated and Sheila Bailey Ministries (Project Rebuild). At its July 24, 2017 meeting, the Dallas County Juvenile Board approved YSAB's juror fund recommendation to allocate \$133,570.00 to the community programs listed above and to one departmental program (JB Order 2017-078).

Finally, YSAB approved an allocation for continuation funding for one community organization, AIM, LLC, in the amount of \$40,000, at its September 18, 2017 meeting.

The purpose of this brief is to approve the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 for AIM, LLC and to request authorization to execute the attached Memoranda of Understanding for: AIM, LLC; Big Thought; Café Momentum; Hayles Educational Incorporated; Sheila Bailey Ministries; and, Succeeding at Work (Teens at Work program).

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

AIM, LLC provides case management and mentoring services specifically to encourage school attendance and reduce the achievement gap. AIM, LLC monitors, mentors, and advocates for justice-involved youth to attend school and increase academic competencies. AIM, LLC will provide a turn-key case management solutions for virtual mentoring and monitoring for an estimated 100 students, a dedicated case manager, utilization of AIM, LLC's proprietary software system and database, customized reporting, morning wake-up calls/text messages, and live mentoring calls. AIM has been working with other juvenile department programs, such as ESTEEM Court and Diversion Male Court. This funding will allow AIM, LLC to continue their work with the Diversion Male Court



and expand their services to serve other diversion programs within the Department. AIM, LLC seeks to work with up to approximately 100 youth.

2. Big Thought-\$35,000

This funding will allow Big Thought to meet the Department's requests for Creative Solutions programming for residents at Juvenile Detention, Letot Center and Letot RTC, as well as continue support for youth at the Evening Reporting Center and Creative Solutions Alumni, in FY'18. Through this programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences, which engage them while building skills for future success in education and career. Funding will support direct costs for programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artists' fees.

3. Café Momentum (Structured Therapy for Adolescent Recovery)-\$34,631

Café Momentum has served youth with the Dallas County Juvenile Department for six years by offering a restaurant training platform that provides post-release paid internships for juvenile offenders. They receive intensive culinary, job, and life skills training, as well as continued mentoring and support to foster successful reentry into the community. Café Momentum also utilizes wrap-around programming focusing on areas such as employment, healthcare, basic urgent needs, legal advocacy, education, and housing. By adding a mental health care component, the interns' chances of success will greatly improve. This funding will assist Café Momentum in implementing Structured Therapy for Adolescent Recovery (STAR) through therapists' fees and the cost of supplies. This mental health component will engage clinicians to provide assessments, group therapy and individual therapy for their clients. Café Momentum anticipates positive behavioral changes, such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability.

4. Hayles Educational Incorporated-\$10,549

Hayles Educational Incorporated seeks to implement "The 7 Habits of Highly Effective Teens" program, which is based on Stephen Covey's "The 7 Habits of Highly Effective People," at the Letot Residential Treatment Center. Beginning as a pilot project, by focusing on a small group of approximately 12 females, this program aims to improve communication skills and relationships among participants, while fostering behavioral change to be successful in school. The program will implement a step-by-step framework of 11 modules customized for teenage youth and each session will follow the same structure. This funding will provide instructional materials.

5. Sheila Bailey Ministries-\$11,440

Sheila Bailey Ministries seeks to implement their Project REBUILD, Speak Young Sista, program at the Letot Residential Treatment Center. This program aims to offer instruction in public speaking, communication and interpersonal skills, so participants can eloquently defend their values, as well as position themselves to be leaders in their schools and communities. Project REBUILD will lead a six-week course, which will take place four times in FY'18. Each course will consist of a 90 minute session, once per week. The first component is Expressive Arts Therapy, which will consist of drawing, writing, movement, sound and guided imagery. This will encourage participants to engage in self-exploration before speaking groups. This award will provide funding for supplies and materials, clinician rates, and instructor fees. It will also provide funding for indirect costs, which include administration fees that include organizing materials, tracking participants' progress, and preparing materials for each session.

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

The Teens at Work program prepares at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center, including the RDT Program, students at the Day Reporting Center and students in the GED program. The courses are designed to teach the necessary tools for becoming the next generation of employees, employers, and leaders. The Teens at Work program promotes education and continued learning throughout life. Funding for this program was provided in FY'17. This funding will allow the Teens at Work program to continue in FY'18.

**Impact on Operations and Maintenance:**

The current requests will enhance services offered to the youth we serve. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy. Administrative management of the juror funded programs and projects has been facilitated by YSAB with the assistance of the Grant Services Division of the Dallas County Juvenile Department.

Grant Services will administer/monitor the Memoranda of Understanding and review the programs and evaluate their effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

**Strategic Plan Compliance:**

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

**Legal Information:**

Approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memoranda of Understanding with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries and Succeeding at Work have been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

All initiatives related to this request will be supported by the Juror Fund (Funding Source 203-94065). AIM, LLC will receive \$40,000. Big Thought will receive \$35,000. Café Momentum will receive \$34,631. Hayles Educational Incorporated will receive \$10,549. Sheila Bailey Ministries will receive \$11,440. Succeeding at Work will receive \$40,000. The new allocation for contracted services will bring FY2018's total allocations to \$171,620. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

Agreements with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries, and Succeeding at Work are from October 1, 2017 to September 30, 2018.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2017 in the amount of \$40,000, for AIM, LLC, and approve the Memoranda of Understanding with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries, and Succeeding at work. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

**Recommended by:**



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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN AIM, LLC  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from October 1, 2017 until September 30, 2018, is entered by and between Aim, LLC and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Aim, LLC dated July 17, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

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

**SCOPE OF WORK**

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

**ASSURANCES**

1. Aim, LLC understands that under no circumstances should individuals working on behalf of Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Aim, LLC understands that the names of individual working on behalf of Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.



3. Aim, LLC understands that individuals involved in Juvenile Department programs on behalf of AIM, LLC must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Aim, LLC must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Aim, LLC understands that individuals working on behalf of Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Aim, LLC understands that individuals working on behalf of the Aim, LLC, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Aim, LLC will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Aim, LLC agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated July 17, 2017. (Attached as Exhibit A.).
8. Aim, LLC will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds not to exceed \$40,000.00 from its Juror Funds to support the (Aim, LLC and Dallas County Juvenile Department) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed forty thousand dollars (\$40,000.00). County's payment will be based on a "per youth" allotment of four hundred dollars (\$400.00) per youth not to exceed one hundred (100) youth for a total of forty thousand dollars (\$40,000.00). At the conclusion of each quarter, Aim, LLC will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on the first of each month. Submittal of reporting requirements are due on or before the fifth (5<sup>th</sup>) of the first month for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Aim, LLC within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Aim, LLC agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Aim, LLC agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.

15. Aim, LLC understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Aim, LLC agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this Agreement shall be from October 1, 2017 to September 30, 2018.

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

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force

and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

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

#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

### SOVEREIGN IMMUNITY

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

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

#### DALLAS COUNTY JUVENILE BOARD:

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

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

#### CONTRACTOR'S NAME:

BY: William Wilcox  
William Wilcox, CEO  
Aim, LLC

#### APPROVED AS TO FORM:

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





**Putting Youth First**

**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

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

## **Community-Based Organization Application**

**I. Contact Information**

**a. Contact Name and Title:**

William Wilcox, CEO

**b. Organization Name:**

Aim, LLC

**c. Program/Project Name:**

Aim & YSAB: Attendance Improvement and Mentoring

**d. Amount requesting:**

\$40,000.00

**e. Address:**

103 E. Virginia St., Ste 203, McKinney, TX 75069

**f. Email:**

William.Wilcox@tryaim.com

**g. Phone number:**

214.999.1122

**h. Organization website (if applicable):**

www.tryaim.com



Putting Youth First

## II. Organization Information

### a. What is the mission of your organization?

The mission of AIM, LLC (Aim) is to provide positive experiences for referred youth that will offer the support and services necessary to get them back in school, back on track to graduation and prevent further involvement in the legal system.

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

Aim (previously known as AimTruancy Solutions) was established in 2005 in response to a challenge by the Dallas County Commissioners court to address the increasing truancy problem in Dallas County. Over the past twelve years, Aim has partnered with hundreds of schools and thousands of chronic truants across Texas to help lower the staggering statistics by providing a structured and supportive mentoring and monitoring program.

Aim partners with schools, law enforcement, juvenile justice, community-based organizations, and other agencies, which recognize the link between truancy reduction and student success.

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

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

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

#### ii. Please attach proof of insurances listed above.

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

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



Putting Youth First

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

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

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

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

Diversion Male Court, Dallas County, February 2013 through current.  
Esteem Court, Dallas County, January 2012 through current.

### III. Proposed Program

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

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

Over the past years, staff members and other stakeholders examined the trend of disproportionate minority youth represented in the department. In 2010, 30% of African American youth and 25% of Latino youth did not complete deferred adjudication and subsequently, had formal charges filed. If deferment programs completion rates increases then fewer minority youth will fall further into the system. The youth participating in Dallas County Juvenile programs will be offered the Aim mentoring program, which will allow them to gain the necessary skills to work toward having charges dropped to avoid any future criminal court involvement.

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

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



## Putting Youth First

Through a comprehensive approach, Aim delivers a customizable program that adjusts to fit the needs of the individual. Our mentors are trained on two very complementary and effective theory based approaches. 1) Strength based approach, where we target what that student is doing right, in any situation, rather than what they are doing wrong. We get them to see their strengths then capitalize and replicate those strengths in other areas of their lives. 2) Solution-focused approach, where we take time to actively listen and hear their problems, but our focus is on how to solve them. We get them to see when their problems don't occur, what they are doing differently during those times, and then help them create positive outcomes for similar situations moving forward. The program consists of the following components:

1. Daily wake up calls and/or text messages to youth and family
2. Case manager follow-up with students, by phone, if attendance rates decline or behavior problems persist
3. Virtual mentoring 3 times per week

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

The program is located in Dallas County and Aim's services are conducted virtually, over the phone. Mentors conduct their sessions between the hours of 6:00 and 9:00 p.m.

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

Aim will continue to work with the D.M.C. program, while extending services to all other diversionary programs under YSAB, including but not limited to: E.S.T.E.E.M Court, Mental Health Court, Drug Diversion Court, Youthful Offenders Court, and the Family Violence Intervention Program.

e. Expected number of unduplicated program beneficiaries:

Aim expects to serve 100 students within 1 school year. Each student will receive morning wake up calls/ text messages, mentor calls, and case-manager check-ins, by phone.

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

Karina Shroff, MA, LPC, NCC: Karina Shroff is a Licensed Professional Counselor and a National Certified Counselor. Karina has more than 9 years of experience working with at-risk youth. Prior to joining Aim, Karina served as a Clinical Director for a mental health facility for children. Karina holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.





## Putting Youth First

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

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

Aim provides structured and monitored mentoring services specifically designed to encourage school attendance and reduce the achievement gap. Aim monitors, mentors, and advocates for justice involved youth to attend school and increase academic competencies. Our solution-focused and strength-based mentoring helps students by using proven positive effects of instilling hope, optimism and motivation. Aim mentors focus heavily on what our students are doing right and on the potential they have to do something great.

### IV. Project Evaluation

- a. What are the program/project objectives?

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

1. Daily wake up calls and/or text messages to youth and family
2. Case manager follow-up with students, by phone, if attendance rates decline or behavior problems persist
3. Virtual mentoring

- b. What are the program/project goals?

To provide positive experiences for all students referred to us by the YSAB. Aim will provide the support and services necessary to:

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

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

Aim will utilize the following output measures:



**Putting Youth First**

1. Number of participants attending school regularly
  2. Number of participants communicating with their mentor
  3. Compare Year-Over-Year attendance data for each student, to determine attendance growth.
- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Aim outcome measures are:

1. Increase YOY attendance %
  2. Decrease referral to ISS/OSS (school suspension)
  3. Increase completion rates
  4. Decrease referrals to juvenile justice system
- e. Evaluation methodology (what data will be collected and how).

Aim will receive attendance data from the student's school to determine increases and decreases in attendance, along with referrals to ISS/OSS. If Aim does not receive attendance data from the schools, then we will not be able to provide reports for those students.

#### V. Budget Estimate

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

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

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

- 1) Cost per child = \$400.00
- 2) Number of children= 100
- 3) Total proposed budget= \$40,000.00

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

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




Putting Youth First

- 1) Virtual mentoring and monitoring for 100 students
- 2) Utilization of Aim's proprietary software system and database
- 3) Customized reporting by a dedicated case-manager
- 4) Morning wake up calls/ text messages
- 5) Live mentoring calls from trained and monitored mentors

Application Completed By:

Print Name:  
William Wilcox

Title:  
CEO

Signature: 

Date: (mm/dd/yyyy)  
07/17/2017

## ATTACHMENT A

### Contract Specifications

<Aim, LLC / DCJD Diversionary Programs>

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

II. **PROGRAM SCHEDULE:**

- A. **Service Week:** Sunday-Thursday
- B. **Service Hours:** Mentors call/text students between the hours of 6:00 pm – 9:00 pm. Wake-up calls and texts are sent out, at varying times, before school. Case managers work during traditional work hours to monitor mentoring sessions, and create reports for the program.
- C. **Service Delivery Location:** Mentoring calls are conducted by phone. Case manager will report to school upon request.

III. **PROGRAM COMPONENTS**

- A. Morning wakeup calls / text messages  
**Frequency:** Daily (Monday-Friday)
- B. Virtual Mentoring Sessions  
**Frequency:** Three times per week / student
- C. Customized Reports to Diversionary Program Staff  
**Frequency:** Once every two weeks / upon request

IV. **PROGRAM MECHANICS**

- A. **Length of stay:** Students are enrolled in AimMentoring for as long as they are enrolled in their diversionary program (up to 1 year). Aim is prepared to keep students enrolled in our program for the duration of the school year, if the diversionary program and student agree to it.
- B. **Holiday Schedule:** Program runs the entire school year except for lengthy student holidays: Thanksgiving Break, Christmas Break, Spring Break.



C. **Summer Schedule:** Program runs into the summer, and students continue to receive mentor calls until diversionary program ends.

D. **Transportation:** N/A

E. **Meals/Snacks:** N/A

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

- A. Karina Shroff, MA, LPC, NCC - holds a bachelor of arts in psychology from Southern Methodist University and a MA of Counseling from St. Mary's University.
- B. Patricia De Santiago, Senior Manager of Mentoring – holds a bachelor of arts in psychology from Southern Methodist University.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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



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

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

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

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

*E. Enforcement*

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

Contractor's Full Name: Aim, LLC

  
Signature, Authorized Representative of Contractor

08/07/2017

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

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

Aim, LLC  
McKinney, TX United States

Certificate Number:  
2017-246254

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-37  
Case management and mentoring for participants in the Diversion Male Court

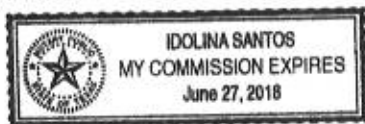
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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.



*Idolina Santos*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Wilcox this the 7th day of August, 2017, to certify which, witness my hand and seal of office.

*William Wilcox*

Signature of officer administering oath

William Wilcox

Printed name of officer administering oath

Chief Executive Officer

Title of officer administering oath

**MEMORANDUM OF UNDERSTANDING  
BETWEEN BIG THOUGHT  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to September 30, 2018, is entered by and between Big Thought (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Big Thought dated July 5, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

Big Thought and Dallas County have been working together since 1995.

**SCOPE OF WORK**

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

**ASSURANCES**

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Contractor understands that the names of individual working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.

3. Contractor understands that individuals involved in the Creative Solutions program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Contractor must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Contractor understands that individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Contractor understands that individuals working on behalf of the Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated July 5, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$35,000.00 from its Juror Funds to support the (Contractor's Creative Solutions Programming) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed thirty-five thousand dollars (\$35,000.00). County's payment will be four quarterly installments of eight thousand seven hundred fifty dollars (\$8,750.00) each. At the conclusion of each quarter, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5<sup>th</sup>) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.



15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Contractor agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this MOU shall be from October 1, 2017 to September 30, 2018.

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

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

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

#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

### SOVEREIGN IMMUNITY

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

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

**DALLAS COUNTY JUVENILE BOARD:**

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

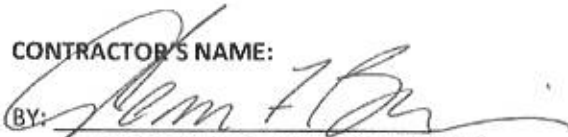
BY: \_\_\_\_\_  
Judge Cheryl L. Shannon, Chairman  
Dallas County Juvenile Board

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

**APPROVED AS TO FORM\*:**

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

**CONTRACTOR'S NAME:**

BY:   
Glenn Baldwin, Chief Financial Officer  
Big Thought



**Putting Youth First**

**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

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

## **Community-Based Organization Application**

**I. Contact Information**

**a. Contact Name and Title:**

LeAnn Binford, Director of Special Projects & New Business

**b. Organization Name:**

Big Thought

**c. Program/Project Name:**

Creative Solutions Residential and Community Programming

**d. Amount requesting:**

\$35,000

**e. Address:**

1409 South Lamar Street, Suite 1015, Dallas, TX 75215

**f. Email:**

Leann.binford@bigthought.org

**g. Phone number:**

214-520-0023

**h. Organization website (if applicable):**

www.bigthought.org





## II. Organization Information

### a. What is the mission of your organization?

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

Bringing relentless optimism, innovation and imagination to the biggest problem facing education today, Big Thought believes the opportunity gap will only be solved by bringing the right opportunities to the kids who need them most. Big Thought partners with public and private organizations to deliver customized experiences that ignite the imagination of youth from under-resourced communities.

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

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

The organization has since grown to serve children, teachers and parents in more ways than its founders ever imagined. In 2004, the name was changed to Big Thought to reflect a broadened scope of vision and ideas. Today, Big Thought builds systems and coordinates partnerships that provide out-of-school learning opportunities proven to help students become more imaginative, adaptable and productive adults. In partnership with Dallas ISD, City of Dallas, Dallas County Juvenile Department, institutions of higher learning, community-based organizations and individual teaching artists, Big Thought's programs and initiatives serve upwards of 135,000 children, families and teachers annually.

A past recipient of the Arts Education Award presented annually by Americans for the Arts, Big Thought was awarded the Texas Medal of the Arts from the Texas Cultural Trust in 2013. Big Thought's ground-breaking work in summer learning earned the 2016 National Summer Learning Association Founder's Award for Excellence in Summer Learning and recently received Dallas ISD's Jeanne Fagadau Leading the Charge Award.



**Putting Youth First**

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

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

Workers Compensation Insurance: \$500,000

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

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

- ii. Please attach proof of insurances listed above.

Included on flash drive with other attachments.

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

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

Big Thought has previously received funds from the Juror Fund.

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

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

For 22 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. The largest portion of the program is an intensive, seven-week Summer Program which takes place at Southern Methodist University, but Creative Solutions programming is also provided at multiple summer and year-round locations, both in-facility and in the community. This proposal addresses the residential and community Creative Solutions programming, not the Summer Program.

### III. Proposed Program

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



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

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

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

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

In each setting, Creative Solutions uses art to catalyze learning through creative engagement, infusing in youth a positive outlook for a better future along with the tools to overcome obstacles in daily life. Professional teaching artist/mentors work with the adjudicated and at-risk youth in multi-session residencies, accommodating a variety of skill and experience levels while permitting and encouraging participants to learn at their own pace. Youth receive practical and hands-on experiences in visual and performance art which develop skills associated with job and college readiness. Through their art experiences and the relationships they build with their mentors, youth gain positive outlets for self-expression and self-regulation, allowing them to envision expanded possibilities and establish new and healthy habits. Working as individuals and in group projects, participants learn to resolve differences for the good of the whole; view their



work from a critical perspective; take constructive criticism from others and reach consensus.

Funding from the Juror's Fund will enhance Dallas County's investment in Creative Solutions programming by supporting residential and community programs. Funds will underwrite instructional needs including supplies for hands-on arts learning across all disciplines, field trip admission fees, transportation, and contracted artist fees, allowing Big Thought to provide high-quality learning experiences for resident youth at Juvenile Detention, Letot Center and Letot Residential Treatment Center (RTC). Funding will also support weekly workshops at the Evening Reporting Center and regular check-in workshops and service learning opportunities during the school year for alumni of the Creative Solutions Summer Program.

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

Residential Creative Solutions programming will take place in Juvenile Detention during school holidays. Currently three 5-week residencies with 2-hour classes 4 days per week are planned, to be scheduled in coordination with Juvenile Detention personnel.

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

At the Evening Reporting Center, 1.5-hour workshops will be held on most Mondays from 5:00 – 6:30 PM. Final workshop dates are determined by ERC personnel.

Creative Solutions Alumni programs will take place 2-3 times monthly from August through May on Friday nights and Saturdays as well as during winter and spring break at a variety of locations, including Big Thought's offices, Southern Methodist University and on field trips to corporate facilities, performance venues and museums.

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

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

- e. Expected number of unduplicated program beneficiaries:

Approximately 400 (Letot Center – 50; Letot Residential Treatment Center – 160; Juvenile Detention – 100; Evening Reporting Center – 60; Creative Solutions Alumni – 30)

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





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

Shianne Abner is another member of the Creative Solutions team with extensive experience working with teens, including managing Big Thought's Thriving Minds After-school program at Marsh Preparatory Academy in Dallas ISD. Abner holds a BS in Psychology from Prairie View A & M University.

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

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

A Juror's Fund grant will allow Big Thought to meet Dallas County Juvenile Department requests for Creative Solutions programming for residents at Juvenile Detention, Letot Center and Letot RTC as well as continue support for youth at the Evening Reporting Center and through Creative Solutions Alumni activities. Through the programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences which engage them for success by improving job skills, promoting a positive self-image, increasing social emotional skills and reducing problem behaviors. Funding will support direct costs for the programming, including instructional needs such as supplies, field trip admission fees, transportation, snacks, and contracted artist fees.

#### IV. Project Evaluation

- a. What are the program/project objectives?

All Creative Solutions programming is designed to achieve the following objectives utilizing an innovative, results-driven model developed over two decades. Following a structured, three-phase plan, professional teaching artist-mentors first lead youth in exploring who they are through intensive reflection supported by art projects such as



creating self-portraits. Participants are guided to see their individual potential and learn to voice their personal goals through spoken word exercises. In the second phase, youth address feelings and self-control, learning to relieve stress and express themselves positively through arts such as weaving, poetry and dance. With individual practices strengthened in the first two phases, the third forces the practice of collaboration using group projects to learn connection, consensus and compromise. In addition to learning how to fit in a group and handle group dynamics, through their relationships with the artist-mentors youth also become aware of how they relate to others, especially figures of authority.

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

**b. What are the program/project goals?**

For youth in residential programs where there is a high-turnover rate, the goal for their Creative Solutions participation is to ignite a spark of interest through exposure to various forms of art, constructive outlets for expression and positive role models.

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

Goals for all Creative Solutions participants are to allow them to express their original voice and have the opportunity to be seen by others and themselves in a completely new light – as an artist with a voice.

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

For residential and Evening Reporting Center Creative Solutions participants, output measures will include hours of programming as well as student hours of instruction. A minimum of 1.5 hours of programming per week is projected at residential and ERC facilities, and a minimum total of 576 hours of programming resulting in over 9200 student hours is projected across all facilities. Other participant outputs include art works and poetry.



Output measures for the Creative Solutions Alumni are also attendance-based with a target of 6-8 hours per month of service. Approximately 80 hours of programming are projected, resulting in 1200 student hours.

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

In Residential and Evening Reporting Center Creative Solutions programming, the looked-for outcomes are for participating youth to demonstrate increased confidence, express higher level thoughts and more complicated concepts, and show improvement in their skills and fluency in the art form(s) they are learning.

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

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

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

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

Another evaluation tool utilized by Big Thought in multiple youth development environments is the Boston Youth Arts Evaluation Project (BYAEP), which surveys students on their reaction to their arts instruction, specifically their self-efficacy or their feelings about their ability to achieve an intended result.

Other ongoing evaluation includes writing sample analysis (where allowed) using a six-trait writing scale developed by the Northwest Regional Educational Laboratory (NWREL), regularly scheduled stakeholder surveys and informal feedback opportunities for students, instructors and DCJD staff. Survey and feedback tools observe life skills such as self-expression and communication, anger and frustration management, critical



thinking, teamwork and how the youth respond to and interact with the adult teaching artist-mentors. Participation and dosage per student is also tracked.

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

## V. Budget Estimate

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

Creative Solutions programming receives funds through contracts from Dallas County Juvenile Department as well as the Texas Commission on the Arts. On average, Big Thought annually raises an additional \$75,000 from private sources, including foundations, corporations and individuals, in support of Creative Solutions programming.

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

Big Thought – Creative Solutions Residential & Community Programming Budget for 2017-2018		
Program	Total Cost of Programming	YSAB Request Amount
Creative Solutions Residential programming at Juvenile Detention Center	\$22,066.00	\$ 5,691.00
Creative Solutions Residential programming at Letot Center & Letot Residential Treatment Center	89,728.00	\$23,140.00
Creative Solutions Community programming at Evening Reporting Center	11,033.00	2,845.00
Creative Solutions Community programming for Creative Solutions Alumni	12,888.00	3,324.00
<b>Total</b>	<b>\$135,715.00</b>	<b>\$35,000.00</b>





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

Program	Description	Projected Program Hours & Student Attendance	YSAB Request Amount
Creative Solutions Residential programming at Juvenile Detention Center	Teaching Artist fees for instruction and training; supplies for painting, ceramics, weaving, writing, spoken word, theater, drumming, dancing, etc.	120 hours of programming; average attendance of 12 youth per hour for a total of 1440 student hours	\$ 5,691.00
Creative Solutions Residential programming at Letot Center & Letot Residential Treatment Center	Teaching Artist fees for instruction and training; supplies for painting, ceramics, weaving, writing, spoken word, theater, drumming, dancing, etc.	384 hours of programming; average attendance of 18 youth per hour for a total of 6912 student hours	23,140.00
Creative Solutions Community programming at Evening Reporting Center	Teaching Artist fees for instruction and training; supplies for painting, ceramics, weaving, writing, spoken word, theater, drumming, dancing, etc.	72 hours of programming; average attendance of 12 youth per hour for a total of 864 student hours	2,845.00
Creative Solutions Community programming for Creative Solutions Alumni	Teaching Artist fees and salaries for instruction and training; supplies for painting, ceramics, weaving, writing, spoken word, theater, drumming, dancing, etc.; food; transportation and admission fees for field trips	80 hours of programming; average attendance of 15 youth per hour for a total of 1200 student hours	3,324.00
<b>Total</b>			<b>\$35,000.00</b>

# Dallas County Juvenile Department



Putting Youth First

Application Completed By:

Print Name:

LeAnn Binford

Signature:

A handwritten signature in cursive script, appearing to read "LeAnn Binford".

Title:

Director of Special Projects & New Business

Date:

07/05/2017

## **ATTACHMENT A**

### **Contract Specifications**

#### **Big Thought Residential and Community Creative Solutions Programming**

##### **I. COST: \$35,000**

##### **II. PROGRAM SCHEDULE**

###### **A. Service Week:**

- **Juvenile Detention Residential Programming** – Honors Dorms, three (3) 5-week Residencies, four (4) weekdays per week, 3:00-5:00 PM, dates TBD, to be scheduled in coordination with Juvenile Detention personnel.
- **Letot Center Residential Programming** – weekends and holidays; approximately 40 weeks.
- **Letot Residential Treatment Center Residential Programming** – weekends and holidays; approximately 40 weeks.
- **Evening Reporting Center Programming** – Mondays 5:00-6:30 PM, except the first Monday of each month; approximately 40 weeks. Final workshop dates are determined by ERC personnel.
- **Creative Solutions Alumni Community Programming** (at a variety of locations, including Big Thought offices and Southern Methodist University, with field trips to corporate facilities, performance venues and museums) – two to three (2-3) times per month on Friday evenings and Saturdays, approximately 8 hours per month; 10 months (August through May).

###### **B. Service Hours: See Above**

###### **C. Service Delivery Location: See Above**

##### **III. PROGRAM COMPONENTS**

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

In each setting, Creative Solutions uses art to catalyze learning through creative engagement, infusing in youth a positive outlook for a better future along with the tools to overcome obstacles in daily life. Professional teaching artist/mentors work with the adjudicated and at-risk youth in multi-session residencies, accommodating a variety of skill and experience levels while permitting and encouraging participants to learn at their own pace. Youth receive practical and hands-on experiences in visual and performance art which develop skills associated with job and college readiness. Through their art experiences and the relationships they build with their mentors, youth gain positive outlets for self-expression and self-regulation, allowing them to envision expanded possibilities and establish new and healthy habits. Working as individuals and in group projects, participants learn to resolve differences for the good of the whole; view their work from a critical perspective; take constructive criticism from others and reach consensus.

#### **IV. PROGRAM MECHANICS**

- A. **Length of stay:** See above; sessions range from 1.5 – 8 hours depending on the program.
- B. **Holiday Schedule:** All legal holidays observed.
- C. **Summer Schedule:** N/A
- D. **Transportation:** Not required for Residential Programming; Creative Solutions Alumni participants will be eligible to receive transportation assistance (bus passes).
- E. **Meals/Snacks:** Not required for Residential Programming; free snacks are provided for longer Creative Solutions Alumni sessions.

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

- A. **Program Director:**
  - Bachelor's degree in education, fine or performing arts, or related field
  - Minimum 5 years' experience in program management, theatrical production or related field
  - Minimum 3 years working with at-risk youth
- B. **Master Artists:**
  - Bachelor's degree or equivalent experience in fine or performing arts
  - A minimum of 5 years' experience in arts-in-education.
  - A minimum of 3 years' experience working with at-risk youth
  - A proven track record in developing artistic programs for children
  - Experience in developing arts programs that integrate life skills

**C. All positions require:**

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies, as well as other trainings specified in the MOU.



1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

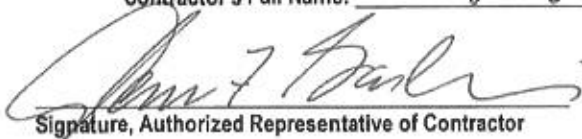
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

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

*E. Enforcement*

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

Contractor's Full Name: Big Thought

  
Signature, Authorized Representative of Contractor

August 7, 2017  
Date

Chief Financial Officer  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Big Thought  
Dallas, TX United States

Certificate Number:  
2017-245490

Date Filed:  
08/04/2017

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-38

Juror Fund - Creative Solutions programming for adjudicated and at-risk youth

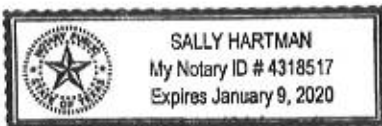
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 AFFIDAVIT

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



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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Glenn Baldwin, this the 7th day of August, 20 17, to certify which, witness my hand and seal of office.

*[Signature]* SALLY HARTMAN Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



**MEMORANDUM OF UNDERSTANDING  
BETWEEN CAFÉ MOMENTUM  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to September 30, 2018, is entered by and between Café Momentum (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Café Momentum dated July 5, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

Café Momentum and Dallas County have been working together since 2010.

**SCOPE OF WORK**

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

**ASSURANCES**

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) working directly with Café Momentum interns have contact or any type of interaction with youth/families involved in program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI #TX057013G.
2. Café Momentum understands that the names of individuals working on behalf of Café Momentum, under this MOU directly with Café Momentum clients must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Contractor understands that individuals directly involved in the Structured Therapy for Adolescent Recovery (STAR) program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

4. Contractor must ensure that staff directly involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Contractor understands that individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must be trained on Prison Rape Elimination Act.
6. Contractor understands that individuals working on behalf of the Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential. On campus photography, recording, videos and digital imaging are prohibited without the explicit consent of the Chief Juvenile Probation Officer/Executive Director, or their designee if the client is under the custody of the Chief Juvenile Probation Officer/Executive Director. The Director reserves the right to deny the use of any photo or video at his/her sole discretion. In accordance with the Texas Family Code and national standards, neither the Dallas County Juvenile Department nor the Juvenile Court permit public access to case records or to any information which might lead to public disclosure of the identity of children on probation or in custody. Consent must be obtained by the parent and/or the legal guardian if the intern is not in the custody of the Chief Probation Officer.
7. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated July 17, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds not to exceed \$34,631.00 from its Juror Funds to support the (Contractor's STAR Programming) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed thirty-four thousand six hundred and thirty-one dollars (\$34,631.00). County's payment will be based on an hourly rate of thirty-one dollars and fifty-one cents (\$31.51) not to exceed 1,080 clinical hours for a total of thirty-four thousand thirty-one dollars (\$34,031.00). Contractor will also submit invoices for other items as described in Exhibit A. Payment will be based on up to fifty dollars (\$50.00) per month not to exceed six hundred dollars (\$600.00). At the conclusion of each quarter, Café Momentum will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on the first of each month. Submittal of reporting requirements are due on or before the fifth (5<sup>th</sup>) of the first month for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.

13. Contractor agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Café Momentum agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.
15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Contractor agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this MOU shall be from October 1, 2017 to September 30, 2018.
18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

## **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

## **INDEMNIFICATION**

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

## **CHOICE OF LAWS AND VENUE**

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

## **SEVERABILITY**

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

### SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the 30 day of August, 2017.

#### DALLAS COUNTY JUVENILE BOARD:

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

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

#### APPROVED AS TO FORM\*:

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

#### CONTRACTOR'S NAME:

BY: Aimee Griffiths  
Aimee Griffiths, Chief Operating Officer  
Café Momentum



# Dallas County Juvenile Department



Putting Youth First

**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

Stephanie Bays  
Dallas County Juvenile Department  
[Stephanie.Bays@dallascounty.org](mailto:Stephanie.Bays@dallascounty.org)  
214-698-5578

## Community-Based Organization Application

### I. Contact Information

- a. Contact Name and Title:  
Mandy Aguilar, Director of Development
- b. Organization Name:  
Café Momentum
- c. Program/Project Name:  
STAR – Structured Therapy for Adolescent Recovery
- d. Amount requesting:  
\$34,631.00
- e. Address:  
1510 Pacific Avenue, Dallas, TX 75201
- f. Email:  
[mandy@cafemomentum.org](mailto:mandy@cafemomentum.org)
- g. Phone number:  
214-534-5537
- h. Organization website (if applicable):  
[www.cafemomentum.org](http://www.cafemomentum.org)

# Dallas County Juvenile Department



Putting Youth First

## II. Organization Information

### a. What is the mission of your organization?

Café Momentum, a Dallas-based restaurant and culinary training facility, transforms young lives by equipping our community's most at-risk youth with life skills, education and employment opportunities to help them achieve their full potential.

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

Café Momentum is a restaurant training platform that provides post-release paid internships for juvenile offenders, through which they receive intensive culinary, job, and life skills training as well as continued mentoring and support to foster successful reentry into the community. In addition to significantly reducing recidivism, we create opportunities for long-term, sustainable employment for a demographic that would otherwise continue to burden the justice system and taxpayers.

Café Momentum debuted in 2010 as a program of Youth With Faces (YWF, formerly Youth Village Resources of Dallas). Inspired by the success of YWF's culinary program at the Dallas County Youth Village, our founders envisioned a paid internship with the possibility of permanent employment to incentivize positive choices and ease the reintegration process once the young men were released. Café Momentum held its first pop-up dinner in June 2011 and hosted 42 sold-out dinners prior to opening the restaurant, working with 172 young men. Café Momentum became a separate legal entity in June 2012 and has operated independently since April 1, 2013. The Café Momentum restaurant opened on January 29, 2015. Since the restaurant opening, we have served nearly 300 interns with 20 new interns entering quarterly.

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

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

Café Momentum possesses Workers Compensation Insurance and Commercial General Liability Insurance, but we do not possess Commercial Automotive Liability Insurance.

#### Workers Compensation:

- Bodily Injury by Accident - \$1,000,000 Each Accident
- Bodily Injury by Disease - \$1,000,000 Each Employee
- Bodily Injury by Disease - \$1,000,000 Policy Limit

# Dallas County Juvenile Department



Putting Youth First

## Commercial General Liability Insurance:

- General Aggregate Limit - \$2,000,000
- Products Completed Operations Aggregate Limit - \$2,000,000
- Personal and Advertising Limit - \$1,000,000
- Each Occurance Limit - \$1,000,000
- Damage to Premises Rented to You Limit - \$100,000
- Medical Expense Limit - \$5,000

ii. Please attach proof of insurances listed above.

Attached

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

e. How did you hear about this funding source?

This funding source was brought to our attention by Dr. Terry Smith, Executive Director of Dallas County Juvenile Department.

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

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

We have had the pleasure of working with Dallas County Juvenile Department since our inception, approximately 6 years. We began working with the Department during our monthly pop-up dinners starting in June 2011. Each dinner engaged 8 youth from Dallas County Youth Village, and they learned culinary and social skills as they cooked and served dinner for our guests at restaurants across Dallas. Since the restaurant opened in 2015, we have worked with the Department and its probation officers to refer the most at-risk youth to our Internship program. Beginning in 2017, we are partnering with Dallas County Juvenile Department on the STAR program with UT Southwestern.

## III. Proposed Program

# Dallas County Juvenile Department



**Putting Youth First**

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

In order for our interns to experience success in our program and in larger society, their lives must be stable. Our wraparound programming focuses on stabilization areas such as employment, healthcare, basic urgent needs, legal advocacy, education, and housing. Adding mental health care to our stabilization program will greatly improve our interns' chances of success.

The Dallas County Juvenile Department cites research that suggests that 70% of juveniles in the system have some form of mental illness, and that 20% have a dual diagnosis. Additionally, misdiagnosis is easy and frequent, which helps explain why so many interns tell us that they have a disorder, yet they are not under a doctor's care. Trauma-informed care research states that our youth often experience a disconnect between the hippocampus and the frontal lobe. This disconnect, coupled with how typical adolescents respond to certain situations, leads to a gap between consequences, mindfulness, accountability, coping skills, and decision making.

Without robust mental health, our clients would experience continued issues with aggression, anger management, and conflict resolution. They would exhibit an inability to deal with triggers and stressors, and they would be unable to process grief and loss that they experience in their lives. We would see interns struggling with substance abuse and poor family relationships. Finally, interns would continue to make poor and ineffective choices, particularly when peer pressure is involved. While our programming addresses all of these issues in group discussions, none were being addressed clinically or through a therapeutic method before implementing STAR.

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

Through our MOU and partnership with Dallas County, we will utilize the County's partnership and MOU with UT Southwestern to engage their clinicians for this program. Clinicians will provide cognitive behavioral therapy for our interns to address the trauma and psychological issues that they face. We expect to utilize 1,080 hours of clinical work. The STAR component, combined with the trauma informed care that we provide through our programming, will provide positive changes for our interns.

**Orientation:**

Orientation lasts for 9 weeks, during which clients access life and leadership skills training and vocational training. In order to complete Orientation, each client must attend three small group therapy sessions and undergo clinical evaluations.

**Internship:**

# Dallas County Juvenile Department



Putting Youth First

Once a client completes Orientation and begins the Internship in our restaurant, they will continue group therapy sessions. There are four phases to the Internship, and interns must attend two group therapy sessions per phase in order to move to the next phase. Many interns will continue to individual therapy per clinicians' recommendations. Should the need arise for further treatment, we will engage our community resources. As an intern prepares to leave our program, he or she will complete post-program evaluations so that we can gauge his or her progress.

Funding received from the Dallas County Juror Fund will enable us to continue this vital component, engage the clinicians from UT Southwestern, and pay for their hourly rate and program supplies.

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

Group therapy sessions and evaluations will take place at our restaurant and training facility, 1510 Pacific Avenue, Dallas, TX 75208. Subsequent individual therapy sessions will be conducted either at our restaurant and training facility or off site at the service provider's clinical offices.

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

In order to be accepted into the Internship, a youth must be between 15 – 19 years of age and must be on probation or have been released from detention within a year. We work with the Dallas County Juvenile Department to ensure that their probation officers refer the most at-risk youth to us. Café Momentum is not punitive in nature; these young people choose to make a yearlong commitment to our program and take the first steps to becoming successful adults.

We serve a low- to moderate-income population. Our interns are 66% African American, 25% Hispanic/Latino, and 9% Multiracial. Many are victims of abusive homes, inadequate education, unsafe neighborhoods, and limited resources. Approximately 62% of interns are homeless at some point during their tenure in our program, and 68% of their families receive public assistance.

Our interns come from facilities such as Dallas County Youth Village, Letot Girls' Residential Treatment Center, and the Evening Reporting Center.

- e. Expected number of unduplicated program beneficiaries:

We expect 110 unduplicated program beneficiaries during the grant term.



# Dallas County Juvenile Department



Putting Youth First

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

Chad Houser, Executive Director: After 17 years as a chef, Chad sold his partnership of Parigi Restaurant to devote his full attention to Café Momentum in 2012. In the community, Chad has previously served as President of the board of directors for Dallas Farmers Market Friends and as Vice Chair of the El Centro Exes Association (he received his culinary training at El Centro), where is also a member of the El Centro College Food and Hospitality Institute "Hall of Fame." Chad has received multiple nominations from D Magazine for "Best Up-And-Coming Chef" (2010) and "Best Chef" (2011 and 2012). In 2011, he received the Edible Dallas/Fort Worth "Local Hero – Chef" award. Most recently, Chad was selected as Dallas Business Journal's "40 Under 40," and as one of the United States Junior Chamber's 2015 Ten Outstanding Young Americans. He has been named to the "Top 50 Under 40" by the Social Enterprise Alliance.

Joshua Boyce, Case Manager: Joshua joined the Cafe Momentum staff in August 2015. He graduated from The University of Texas at Arlington with a Bachelor of Science in Psychology, and has a Master of Science in Counseling Psychology from Tennessee State University. His experience in criminal justice includes working as a Detention Service Officer for Dallas County Sheriff's Department (2007-08), and as a Mental Health Clinician (Intern) for a Level 3 juvenile facility in Nashville, TN (2013-14). Joshua spearheads our community mental health resources program for the case management team.

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

Cafe Momentum proposes to continue STAR, a mental health component, in our Internship program to address the trauma and psychological issues our at-risk young interns face. Through our partnership with Dallas County, we will engage clinicians from UT Southwestern to provide group therapy and individual therapy for our clients. Through pre- and post-program administration of several psychological evaluations and the New General Self-Efficacy Scale, we will be able to track the program's effect on our interns. We expect positive behavioral changes such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability.

## IV. Project Evaluation

- a. What are the program/project objectives?

# Dallas County Juvenile Department



**Putting Youth First**

The overall objective of our Internship program is to help our interns become successful adults. The addition of STAR will help us accomplish that objective by addressing their psychological needs.

STAR objectives include:

- All program participants will have access to mental health services.
- Participating interns will grow their self-efficacy.
- Interns will improve work-readiness.
- Interns will grow emotional and social intelligence.
- We will utilize our program community partnerships to provide access to robust mental health services.

b. What are the program/project goals?

- 100% of our program participants will have an initial assessment.
- 75% of interns will have a positive improvement in self-efficacy outcomes.

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

- 1,080 clinical hours delivered, including group therapy, individual therapy, and psychological evaluations.
- 110 youth will have access to the STAR program and group therapy sessions
- 80 youth will have positive outcomes in improved work readiness
- 70 youth will demonstrate positive outcomes in trauma treatment
- 82 interns will have positive improvements in self-efficacy outcomes

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

Our interns need to discuss and understand societal and cultural competencies, create supportive empathy between all parties in our workplace; and develop the ability to receive feedback for positive outcomes. Our aim is to increase self-awareness, self-efficacy, increase social comfort, become confident in new behaviors, and promote genuine interactions with others.

We expect the following changes in behavior after completing the program activities:

- Ability to address needs without being prompted
- More open, receptive, and engaged

# Dallas County Juvenile Department



Putting Youth First

- Exhibit emotional and mental stability
- Proactively seek advancement of personal care
- Increase in family engagement
- Ability to internalize and understand feelings and emotions
- Exhibit greater emotional intelligence
- Increased intuitive decision making skills
- Positive change in self-efficacy

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

The UT Southwestern clinicians will administer evaluations during orientation and as the interns leave the program. They will utilize a cognitive evaluation, a workforce readiness evaluation, and a trauma evaluation pre-test. They will also administer post-test workforce readiness and trauma evaluations. They will collect the data using their professional methodology and will be able to track the rate of change from the pre-test to the post-test.

Through pre- and post-test administration of the "New General Self-Efficacy Scale" (Chen, Gully, Eden, 2001), Cafe Momentum will measure interns' increase in self-efficacy as a result of our programming and the therapy provided by UT Southwestern.

## V. Budget Estimate

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

While we do not have other proposed funding sources for this component of our program, we are developing partnerships with community mental health resources including Metrocare, the Grant Halliburton Foundation, and Phoenix House. We also have an established relationship with Parkland Health and Hospital System. These community resources round out our mental health offerings and enable us to provide a robust service for our clients.

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

Position	Salary	Total Cost
STAR Clinicians	\$31.51/hour	\$34,031.00
Parking and supplies	\$50/month	\$600.00
<b>TOTAL</b>		<b>\$34,631.00</b>

# Dallas County Juvenile Department



Putting Youth First

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

Item	Salary	Description	Population Served	Total Cost
STAR Clinicians	\$31.51/hr	We utilized the hourly rate of \$31.51 as supplied by the Dallas County Juvenile Department to calculate the cost of the program.  We expect to utilize approximately 1,080 hours for group and individual therapy, pre- and post-program evaluations, and other clinical services as needed.	110 at-risk youth in the Café Momentum Internship Program.	\$34,031.00
Parking and supplies	\$50/month	Based upon parking and supplies expenses that the clinicians incurred for the initial month of the program, we are requesting \$50 per month to cover those expenses.	110 at-risk youth in the Café Momentum Internship Program.	\$600.00
<b>TOTAL</b>				<b>\$34,631.00</b>

Application Completed By:

Print Name:  
Mandy Aguilar

Signature:

Title:  
Director of Development

Date: (mm/dd/yyyy)  
07/05/2017

## **ATTACHMENT A**

### **Contract Specifications**

#### **Café Momentum-Structured Therapy for Adolescent Recovery Program**

I. **COST:** \$34,631.00

II. **PROGRAM SCHEDULE:**

A. **Service Week:** Group and individual therapy will be offered Monday and/or Tuesday during a client's Orientation. Group and individual therapy will be offered Thursday, Friday, and/or Saturday during Phases 1-4 of the Internship. Evaluations will also be offered during these days.

B. **Service Hours:** During Orientation and Phases 1 - 4, clinicians are allotted a 1 hour - 1.5 hour time slot for group sessions. Interns would receive 3 group sessions during Orientation and 3 group sessions per each Phase. Clinicians will recommend individual therapy for interns who demonstrate a need for it. These individual sessions will last 1 hour. We expect to utilize approximately 1,080 hours per year for group and individual therapy, pre- and post-program evaluations, and other clinical services as needed.

C. **Service Delivery Location:** 1510 Pacific Ave. Dallas, TX 75201

III. **PROGRAM COMPONENTS**

A. **Group Therapy** – 1 to 1.5 hour sessions in small groups (6-7 clients).

B. **Individual Therapy** – 1-hour sessions wherein clients meet one on one with a clinician for more intensive therapy.

C. **Evaluations** - The clinicians will administer evaluations during orientation and as the interns leave the program. They will utilize a cognitive evaluation, a workforce readiness evaluation, and a trauma evaluation pre-test. They will also administer post-test workforce readiness and trauma evaluations.

IV. **PROGRAM MECHANICS**

A. **Length of stay:** The STAR program is a component of our Internship program, which averages 12 months.



- B. **Holiday Schedule:** The STAR program will remain on a regular schedule contingent upon Cafe Momentum's hours of operation for any holiday period. Interns, staff, and clinicians will be notified of any necessary changes before hand of when the organization is closed.
- C. **Summer Schedule:** This program operates year-round.
- D. **Transportation:** Interns are provided with DART passes throughout orientation, Phases 1, and Phase 2. The organization's Tiers of Success model allows for the intern to have complete autonomy of providing his or her own transportation for Phases 3 and 4.
- E. **Meals/Snacks:** Interns and staff are provided with pizza during orientation, and a selected option of meals as they reach Phases 1 - 4 (Thursday, Friday, and Saturday).

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

### A. **Clinicians:**

- i. Education, Experience, and Training: Successful completion of a Master's degree from an accredited college or university in Psychology, or in a job related field of study.
- ii. Minimum one (1) year pre-/post-graduate level supervised experience providing psychological services including psychotherapeutic services which may be obtained while pursuing a Master's degree through the completion of a practicum program. Provisional license or position may be underfilled at job grade FM minimum until provisional licensed (passed test) is obtained, not to exceed 18 months from hire. Training and experience in administering, scoring, and interpreting psychological assessments is preferred.
- iii. Knowledge of standard software applications. Ability to communicate both verbally and in writing, and establish and maintain effective working relationships with employees, department, and the general public. Must possess a valid Texas Driver's License, with a good driving record. Must pass an extensive background investigation.

### B. **Café Momentum Case Managers**

- i. High School Diploma or equivalent required.
- ii. Minimum one year of case management experience
- iii. Work experience in a nonprofit organization preferred.
- iv. Experience in creating and delivering educational/support programs in a nonprofit environment a plus.
- v. Basic computer and data entry skills. Microsoft Office experience required.

- vi. Salesforce or other database program experience a plus.
- vii. Exceptional organizational skills, self-motivated and ability to work independently required.
- viii. Ability to work and multi-task in a fast-paced, stressful environment.
- ix. Ability to effectively communicate both orally and in writing.
- x. Must possess strong moral character and ability to serve as a positive role model to the interns.
- xi. Ability to form strong, positive relationships with employees, interns and family, and community partners.
- xii. Valid driver's license, reliable transportation, and insurance are required. Must be able to provide transportation when needed.
- xiii. Bi-lingual skills is a plus.
- xiv. Must be able to pass a strict background check and meet the qualifications required of the 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/departments/HR/title\\_vi.html](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](http://www.justice.gov).

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

*E. Enforcement*

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

Contractor's Full Name: Cafe Momentum

Aimee Hogg  
Signature, Authorized Representative of Contractor

8/8/17  
Date

Chief Operating 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:  
2017-246796

Date Filed:  
08/08/2017

Date Acknowledged:

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

Cafe Momentum  
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.

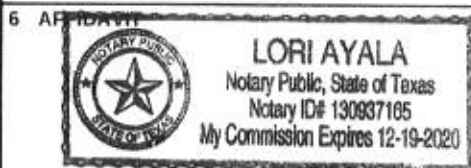
Dallas County Juvenile Department

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-39  
Juror Fund – Structured Therapy for Adolescent Recovery

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

5 Check only if there is NO Interested Party.



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

Amee Griffiths  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Amee Griffiths this the 8th day of Aug. 20 17, to certify which, witness my hand and seal of office.

Lori Ayala  
Signature of officer administering oath

Lori Ayala  
Printed name of officer administering oath

CSR/Teller  
Title of officer administering oath

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SHEILA BAILEY MINISTRIES  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to September 30, 2018, is entered by and between Sheila Bailey Ministries (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Sheila Bailey Ministries dated June 26, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

**SCOPE OF WORK**

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

**ASSURANCES**

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Contractor understands that the names of individual working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Contractor understands that individuals involved in the Project REBUILD program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

4. Contractor must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Contractor understands that individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Contractor understands that individuals working on behalf of the Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 26, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$11,440.00 from its Juror Funds to support the (Contractor's Creative Solutions Programming) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed eleven thousand four hundred forty dollars (\$11,440.00). County's payment will be one quarterly installment of three thousand seven hundred sixty dollars (\$3,760.00) and three quarterly installments of two thousand five hundred and sixty dollars (\$2,560.00) each. At the conclusion of each quarter, Sheila Bailey Ministries will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5<sup>th</sup>) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.
15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant

funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Contractor agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this MOU shall be from October 1, 2017 to September 30, 2018.

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

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:



Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

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

#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

## SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the 1 day of September, 2017.

### DALLAS COUNTY JUVENILE BOARD:

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

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

### APPROVED AS TO FORM\*:

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

### CONTRACTOR'S NAME:

BY: \_\_\_\_\_  
Dr. Michelle Woody, Director-Project Rebuild  
Sheila Bailey Ministries



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**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

Stephanie Bays  
Dallas County Juvenile Department  
[Stephanie.Bays@dallascounty.org](mailto:Stephanie.Bays@dallascounty.org)  
214-698-5578

## Community-Based Organization Application

I. Contact Information

- a. Contact Name and Title:  
Dr. Michelle Woody, Director – Project Rebuild
- b. Organization Name:  
Sheila Bailey Ministries
- c. Program/Project Name:  
Project REBUILD
- d. Amount requesting:  
\$11,440
- e. Address:  
P.O. Box 3150, Desoto, Tx 75123
- f. Email:  
[admin@sheilab.org](mailto:admin@sheilab.org)
- g. Phone number:  
972-767-6440
- h. Organization website (if applicable):  
[www.SheilaB.org](http://www.SheilaB.org)



## II. Organization Information

### a. What is the mission of your organization?

Enriching communities through educating, empowering, and transforming the lives of adolescent girls and women in all seasons of their lives. The ministry provides resources to refocus, restore, and victoriously rebuild lives through a lifestyle makeover.

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

Sheila Bailey Ministries (SBM) was founded in 2010. The ministry is a Christian-based, Christ-centered 501(c)(3) ministry focused on enriching communities through educating, empowering, and transforming the lives of adolescent girls and women in all seasons of their lives. The ministry provides resources to refocus, restore, and victoriously rebuild lives through a lifestyle makeover. Programs include: Bible teaching; Project REBUILD: Letot Center, Exodus Ministries parenting initiative; and Speak Young Sista. Since 2011, SBM has provided conferences, retreats, Bible studies, workshops, fellowships and high quality programs that SBM promotes to further help women who were hurting while at the same time equipping those same women to help others. The conferences between 2010-2015 and the much anticipated Ladies Luncheon during those conferences had 1,290 and 2,268 attendees, respectively. The volunteers for those events were 164 and 238. Beginning in 2015, SBM shifted its focus to enrich communities through teaching, retreats and fellowships. In nearly two years, 770 participants have attended various events with over 80 volunteers helping to make the events possible. Thus, the community has continued to benefit from the high quality programs that SBM provides. The programs are not only impacting lives, but changing lives as well.

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

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

Commercial General Liability - \$1,000,000 each occurrence  
Damage to rented premises - \$100,000  
Med. Exp (any one person) - \$ 5,000  
Personal & Adv injury - \$1,000,000  
General Aggregate - \$2,000,000  
Products – Comp/op Agg - \$2,000,000

Workers Compensaton and Employers' Liability - \$1,000,000  
Each accident, disease, employee, policy limit.

#### ii. Please attach proof of insurances listed above.

Certificate of Liability Insurance attached.  
SEE ADDENDUM





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- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: x ☐ No: ☐
- e. How did you hear about this funding source?  
  
Dr. Terry Smith
- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: x ☐ No: ☐
  - i. If yes, please list the type of program, where and when it occurred (approximately how many years) Letot, RTC – 1 year

### III. Proposed Program

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

Educators today are faced with students who are labeled "at-risk" because they cannot keep pace with their peers. According to a 2010 report, Measure of America (Burd-Sharps & Lewis, 2010), 1 in 7 adolescents and young adults, ages 16-24, were neither in school nor had steady employment. This alarming number of youth who are disconnected from education or employment, coupled with the proliferation of crimes committed by this group is a major social concern. Research also shows that the increased use of technology by adolescents has led to an erosion of interpersonal communication skills (McKay, 2005). In essence, their oral and voice-based communication has declined in favor of the faster and less personal new technologies. This preference for remaining connected with very little human interaction has caused some adolescents to have social anxiety or to even be socially awkward when communicating with teachers, school administrators, employers, family members, and peers. Regarding students in residential juvenile facilities, the research supports that the focus of education should be on the acquisition of functional literacy for the sake of successful attainment of positive self-esteem and lasting employment (Dembo, Schmeidler, Nini-Gough, Sue, Borden, & Manning, 1998; Snyder & Sickmund, 2006). Too many young people have something to say but do not have the tools to speak in public effectively and with confidence. By building superior speaking skills, students will potentially be able to defend their beliefs and values, and position themselves to be leaders in their schools and communities.





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

Our program is designed to provide communication skills that will ultimately help the residents to become law abiding citizens. Success in this context is often achieved through reciprocal interactions between individuals and their environments (Larson & Verma, 1999; Bronfenbrenner & Morris, 1998). Our education based program will offer adequate support that can lead to healthy psychosocial development. If approved, this program will serve as a Pilot Project that can be implemented in other locations. The 6-weeks group sessions will meet once a week for 90 minutes, four times a year. We have 2 goals: Self-awareness and Interpersonal skills. The first two weeks will interweave different forms of creativity similar to Expressive Arts Therapy including: drawing, writing, movement, sound and guided imagery. The goal is to help participants engage in self exploration prior to 4 weeks of intensive speaking groups. Although this is not a Counseling program, 2 therapists will co-lead the Expressive Arts portion of the group given that most of the residents have experienced trauma. The creative activities will cause them to explore "who am I now, and how do I fit in with others." The intensive speaking groups will be led by 4 instructors giving each group a 10:1 ratio so that residents will be able to practice speaking and receive immediate feedback as they complete each assignment. The grant funding will allow each participant to receive materials and instruction for the development of communication skills on a one-on-one basis.

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

Letot RTC

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

All adolescent girls ages 13-17 years of age

- e. Expected number of unduplicated program beneficiaries:

All adolescent girls who are in residency up to 40 people. We would be happy to adjust our staff and our budget if the numbers exceed 40 residents.

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

Two LPC-Interns and two certified K-12 teachers. The LPC-Interns will also be part of the team during the 4 weeks speaking portion of the session. All staff for this project will be new hires for the ministry.



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

The intended purpose of the grant will be for SBM to purchase all art, audio visual, and general supplies. One Administrator will be hired to work no more than 100 hours spread out over the four 6-weeks sessions. The grant will allow for the staffer to keep track of all aspects of the project including purchases, copies, and record keeping. Finally, the grant will be used to compensate the team including: two clinicians (9 hours per session), two instructors (6 hours per session).

#### IV. Project Evaluation

- a. What are the program/project objectives?

We expect that 100% of the participants will raise their self-awareness by understanding themselves and that they will improve their interpersonal skills by communicating and connecting with other residents and staff in a healthy way. In addition, 100% of the participants will be able to do the following:

- Identify and articulate who they are as a young lady
- Demonstrate an understanding of effective communication skills
- Develop and use academic and social language skills effectively
- Recognize the importance of self worth while communicating
- Learn effective conflict resolution skills
- Practice positive interaction with other participants for accountability and encouragement

- b. What are the program/project goals?

Each participant will:

- Learn tools to speak audibly in complete and coherent sentences with 75% accuracy
- Learn tools to develop eye contact and effective body movement while speaking with 75% accuracy



- Learn to deliver a 30-60 second impromptu speech and scripted speech with poise and effective speech etiquette with 75% accuracy
- Create artifacts that will promote understanding of self to raise self-awareness
- Improve interpersonal skills by learning how to communicate and connect with all stakeholders
- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.  
  
Each session will provide each participant with 9 hours of group work including: 3 hours of Expressive Arts Therapy, and 6 hours of public speaking instruction and practice.  
Other outcomes include:
  - Learn new vocabulary for defining self
  - Practice active listening skills to improve the ability to connect with other stakeholders
  - Pre/post assessments of speaking skills
  - Participants will demonstrate strong communication skills with all stakeholders including: teachers, school administrators, employers, family and peers
  - Provide a 6 weeks (1 day/wk) 90 minutes comprehensive program on developing self-awareness and learning effective public speaking in order to apply it to daily life
  - Serve up to 40 students at a 10:1 ratio during the public speaking segment
  - 100% completion rate for all residents
- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.
  - Increased self confidence and self esteem while speaking
  - Increased poise while speaking to others with direct eye contact
  - Development of appropriate conflict resolution skills with all stakeholders
  - Increased life skills development as they learn to communicate effectively
- e. Evaluation methodology (what data will be collected and how).



- Pre-assessment: Video recording of each participant speaking/reading an impromptu and scripted speech
- On-going assessment: Review and critique of pre-assessment. Analyze according to skills presented.
- Post assessment: Video recording of each participant speaking/reading and impromptu and scripted speech.
- Survey of the program for research and training purposes.

## V. Budget Estimate

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

- North Texas Giving Day Campaign
- Double the Donation
- Amazon Smile
- Various Ministries Fundraisers
- Monthly Donors

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

VI. Budget	First Quarter – October 2017	Remaining 3 Quarters Jan – Sept 2018	Total
Expressive Art Activities	\$200	\$600	\$800
Speak Young Sista	\$2,435	\$3,705	\$6,140
Admin Staff (1) \$15hr	\$375	\$1,125	\$1,500
Clinicians (2) \$25hr	\$150	\$450	\$600
Instructors (4) \$25hr	\$600	\$1,800	\$2,400
Total	\$3,760	\$7,680	\$11,440



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

The Staff will be new employees for SBM, working exclusively for the Letot Project.

Expenses	Description		Total
			Oct 2017-Sept 2018
Crafts for Expressive Arts assignments	Each participant will be given coffee cans to make instruments, markers, crayons, glasses, costume jewelry & other supplies to discover aspects of themselves through creative projects		\$800
Speak Young Sista journals, curriculum notebooks, general supplies	2 Canon cameras, Canon EOS Rebel T3i, \$600 each. Workbooks, \$15 ea., Journals, \$2.50 ea. General supplies for speech preparation.		\$6,140
Administrator	This staffer will work exclusively with this program. The person will receive \$15/hr and work 25 hrs per session. Duties: All purchases, copies, maintaining digital files per participant,		\$1,500





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	organize workbooks.		
Clinicians	The 2 Clinicians will co-lead the groups. 6 hrs per session, \$25/hr, 4 sessions. Duties: facilitate the group activities, help them develop emotional regulation, interpersonal skills and raise their self awareness as they take risks interacting with each other.		\$ 600
Instructors	The 4 instructors will lead the groups. 24 hrs per session, \$25/hr, 4 sessions. Duties: 10:1 ratio, provide supervision, lead small group discussion about speech topics, offer feedback during practice for speeches, train and give feedback on speech techniques, review videos individually and in groups.		\$2,400
<b>Total</b>			<b>\$11,440</b>

# Dallas County Juvenile Department



Putting Youth First



Putting Youth First

Application Completed by:

Print Name: *Michelle Woody*

Michelle Woody

Signature:

*Michelle Woody*

Michelle Woody

Title:

Director Project Rebuild

Date: (mm/dd/yyyy)

06/26/2017

## **ATTACHMENT A**

### **Contract Specifications**

#### **Project Rebuild – Speak Young Sista**

I. **COST:** \$11,440.00

II. **PROGRAM SCHEDULE:**

A. **Service Week:** The group sessions will meet once a week for six weeks, four times a year. The first two weeks will include different forms of Expressive Arts, followed by four weeks of intensive speaking groups. Groups will be held in the evenings.

B. **Service Hours:** Groups will meet 90 minutes each session for a total of 36 hours.

C. **Service Delivery Location:** Letot Residential Treatment Center, 10503 Denton Dr.,  
Dallas, Tx 75220

III. **PROGRAM COMPONENTS**

A. **Frequency:** 2 Expressive Arts Sessions, every 6 weeks, 2 therapists

B. **Frequency:** 4 Speak Young Sista Sessions, every 6 weeks, Student: Clinician  
Ratio: 10:1. Clinicians will evaluate the group with video presentations and instruction.

IV. **PROGRAM MECHANICS**

A. **Length of stay:** Project Rebuild – Speak Young Sista will be 1 year in duration.

B. **Holiday Schedule:** The program will be held without conflicting with holidays.

C. **Summer Schedule:** The program will operate year-round.

D. **Transportation:** N/A. Clinicians will conduct the sessions at LRTC.

E. **Meals/Snacks:** N/A

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

- A. Therapists: Successful completion of a Master's degree from an accredited college or university in Counseling or Psychology, or in a job-related field of study. LPCs or LPC-Interns, LMSWs, LMFTs preferred.
- B. Speak Young Sista Instructors: Successful completion of a BA degree, teaching certificate preferred. Experience as a classroom teacher is mandatory. Instructors must be able to maintain a conducive classroom environment essential for learning.
- C. Administrator: Successful completion of a BA degree. Strong interpersonal, organizational, social media and computer skills.

**1. TITLE VI ASSURANCES/COMPLIANCE POLICY**

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

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

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

**A. *Assurances***

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

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



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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

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

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

**E. Enforcement**

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

Contractor's Full Name:

Sheila Bailey Ministries

M. S. Wolf  
Signature, Authorized Representative of Contractor

Date

August 9, 2017

Title

Project Rebuild Director

# 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.

Sheila Bailey Ministries  
Desoto, TX United States

Certificate Number:  
2017-247399

Date Filed:  
08/09/2017

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-41

Project Rebuild, will lead a 6-weeks, 90-minute/1x per week group, four times a year. The purpose is to help the residents develop communication and interpersonal skills.

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.



Sheila Bailey  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sheila Bailey, this the 9 day of August, 2017, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Heck Jordan  
Printed name of officer administering oath

Financial Center Manager  
Title of officer administering oath



**MEMORANDUM OF UNDERSTANDING  
BETWEEN SUCCEEDING AT WORK  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective October 1, 2017 to September 30, 2018, is entered by and between Succeeding at Work and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Succeeding at Work dated June 30, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

**SCOPE OF WORK**

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

**ASSURANCES**

1. Succeeding at Work understands that under no circumstances should individuals working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Succeeding at Work understands that the names of individuals working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Succeeding at Work understands that individuals involved in the Teens at Work program on behalf of Succeeding At Work must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.



4. Succeeding at Work must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Succeeding at Work understands that individuals working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Succeeding at Work understands that individuals working on behalf of the Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Succeeding at Work will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Succeeding at Work agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 30, 2017 (Attached as Exhibit A.).
8. Succeeding at Work will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Succeeding at Work and Teens at Work) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. At the conclusion of each quarter, Succeeding at Work will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5<sup>th</sup>) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Succeeding at Work within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Succeeding at Work agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Succeeding at Work agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.
15. Succeeding at Work understands that The Dallas County Juvenile Department maintains the right to take

ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Succeeding at Work agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this Agreement shall be from October 1, 2017 to September 30, 2018.

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

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

### **INDEMNIFICATION**

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

### **CHOICE OF LAWS AND VENUE**

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

### **SEVERABILITY**

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

### SOVEREIGN IMMUNITY

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

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

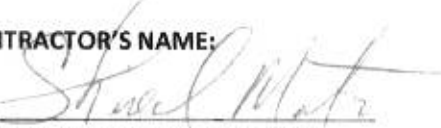
#### DALLAS COUNTY JUVENILE BOARD:

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

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

#### CONTRACTOR'S NAME:

BY:   
Shireal Martin, Executive Director  
Succeeding at Work

#### APPROVED AS TO FORM:

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

# Dallas County Juvenile Department



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**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

Stephanie Bays  
Dallas County Juvenile Department  
[Stephanie.Bays@dallascounty.org](mailto:Stephanie.Bays@dallascounty.org)  
214-698-5578

## Community-Based Organization Application

### I. Contact Information

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



# Dallas County Juvenile Department



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## II. Organization Information

### a. What is the mission of your organization?

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

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

Succeeding at Work (SAW) is a 501(c)3 nonprofit organization that fosters ethical, social, and professional development, for the purpose of training, educating, motivating, and empowering individuals to excel in the work place. Programs

Established in 2003, Succeeding at Work successfully operates five programs in Dallas and Tarrant County: Teens at Work (TAW) program provides employment training to youth ages 14-17. The I AM Committed Abstinence Education (IAM) program provides abstinence education training to youth ages 12-17 all unduplicated clients. The Healthy Eating and Living Feeding Program (HEAL). This program provides healthy summer meals to youth during the summer months. The Adults at Work (AAW) services provides workshops, seminars, and curriculum based training classes to individuals 18 and above that are unemployed, under employed or transitioning back into the workforce. Our Community Projects (CP) provides small and large business and their employees with an opportunity to help the community through company volunteer day projects. Combined all of our programs and services reached over 12,828 individuals in fiscal year 2016.

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

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

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

Workers' Compensation - \$1,000,000.00

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

#### ii. Please attach proof of insurances listed above.

Proof of insurance is attached for both.

# Dallas County Juvenile Department



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

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

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: ☒ No: ☐
- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

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

### III. Proposed Program

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

Dallas County Juvenile Department reports receiving 5,220 referrals for 2016. The Dallas County Community Plan (DCCP) in 2010, states that Dallas County families experience the common stressors of economic difficulty and social pressure that come with life in the 21st Century. Families that lack emotional, financial or social stability, face challenges in raising healthy well-balanced youth. Issues of joblessness, lack of education, linguistic differences, substance abuse, mental health, and/or family violence are sometimes multi-generational. Youth who grow up witnessing violence in the home are more prone to engage in violence in their personal relationships.

The DCCP also stated, "youth in Dallas County need assistance in their transition to independent adult living. Young people who experience difficulties on the road to adulthood need guidance and skill building that extends beyond the limited time the Juvenile Justice Systems has to influence them. Once youth return to the community and are no longer under supervision, the relationship and resulting services provided through the Juvenile Justice System ends. Many adolescents and young adults who do not get adequate skill training and independent living support end up being served in our adult justice systems.

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

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

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

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

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

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

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

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

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

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

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

# Dallas County Juvenile Department



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

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

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

The target population is 85 youth ages 14-17 year olds from the Detention Center, START, RDT, and DRC program.

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

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

- e. Expected number of unduplicated program beneficiaries:

Succeeding at Work proposes to provide the Teens at Work program to 85 youth. Class will be available one day per week Monday – Thursday as an afterschool program for students at the Dallas County Detention Center. Class will also be available during the day (afterschool) for and estimated 20 DRC students. Classes will be facilitated over an consecutive eight week period for 1.30 per class.

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

Succeeding at Work (SAW), a 501(c)(3) organization, was founded in 2003 by Shireal Martin, Executive Director. Mrs. Martin has spent 14 years in Corporate America managing and leading

# Dallas County Juvenile Department



Putting Youth First

various work groups in the field of banking, where she managed 4.2 billion dollars per day. She has 24 years of leadership and management experience, over 13 years of nonprofit experience, holds a Bachelors degree in Business Management from LeTourneau University and a Master Degree in Professional Development from Dallas Baptist University.

FT- Instructor/ Job Placement Recruiter - Lillie Turman has over 22 years of teaching experience and nine years of experience with job placement assistance.

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

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

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

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

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

## IV. Project Evaluation

- a. What are the program/project objectives?

Our Teens at Work program prepares at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for 350 youth ages 14-17 annually.

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

Our program gives teens a realistic view of work and provides them with the necessary skills and workplace ethics to successfully maintain employment. All of our classes are hands on, in-



# Dallas County Juvenile Department



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depth, and interactive with the student. They have an opportunity to role play and look at life and business from an adult and employer perspective.

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

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

b. What are the program/project goals?

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

- o Continue or Graduate High School
- o Enroll in College
- o Enroll in a Trade
- o Enter the Workforce
- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

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

The outcome measures are as follows:

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

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Putting Youth First

- 90% will obtain leadership knowledge
- 85% complete the post survey

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

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

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

The outcomes for the Teens at Work program are:

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

Succeeding at Work collects a Post-Survey at the end of each eight week curriculum session. The Post-Survey evaluates the effectiveness of the program with the students. The survey evaluates: workplace knowledge and the Teens at Work program.

## V. Budget Estimate

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

# Dallas County Juvenile Department



Putting Youth First

Succeeding at Work has secured thirty-one percent (31%) of the budget for this project.

Funding Sources	Amount
Dallas County Juvenile Department -Juror Fund Grant (DCJD)	40,000.00
Succeeding at Work (SAW)	18,000.00
<b>Total</b>	<b>\$58,000.00</b>

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

Item	Amount	Source
Instructors	\$19,421.00	DCJD
Curriculum	\$2,191.00	DCJD
Supplies & Materials	\$3,000.00	DCJD
Printing & Copying	\$3,000.00	SAW
Bags, t-shirts, pens, etc.	\$2,000.00	SAW
Food	\$4,040.00	DCJD
Service-Learning Project Supplies & Material	\$3,000.00	SAW
Exposure Visit	\$2,000.00	DCJD
Graduation	\$1,500.00	DCJD
Post Release Services -Ten Weeks	\$10,000.00	SAW
Facility & Telephone	\$7,848.00	DCJD
<b>Total Cost</b>	<b>\$58,000.00</b>	

# Dallas County Juvenile Department



Putting Youth First

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

Item	Description	Amount	Source
Instructors	Responsible for the direct delivery of services offered to clients through weekly instructional teaching, administering student testing, schedule classes and students for the program.	\$19,421.00	DCJD
Curriculum	Teens at Work provides a curriculum based program to all youth participating in the program @ a cost of \$21.91 per participant. The curriculum includes a workbook, teaching modules, and other related material. $\$21.91 \times 100 \text{ clients} = \$2,191.00$	\$2,191.00	DCJD
Supplies & Materials	Supplies used for the delivery of the program to include pens, pencils, file folders, paper clips and other related program items necessary to perform with efficiency. $\$3,000.00/12 = \$250.00$	\$3,000.00	DCJD
Printing & Copying	Paper and ink used to prepare and distribute materials.	\$3,000.00	SAW
Bags & T-Shirts	Bags, t-shirts, etc.	\$2,000.00	SAW
Food	This is for snacks for the program and lunch for service-learning projects, and college tours.	\$4,040.00	DCJD
Service-Learning Project Supplies & Material	Material and supplies needed to participate in service-learning project: gloves, protective eye wear, etc.	\$3,000.00	SAW
Exposure Visit	College tour's and museum visit's.	\$2,000.00	DCJD
Graduation	Graduation Ceremony, certificates, food, drinks, and supplies (plates, cups, napkins, utensils).	\$1,500.00	DCJD
Post Release Services – Six Weeks	Post release services of: follow-up mentoring, volunteer assistance, and job placement assistance.	\$10,000.00	SAW
Facility & Telephone	This is 24% of Teens at Work administrative expense used for the delivery of program. This expense includes space to facilitate TAW program once released, participant record keeping, space for instructor to manage program inclusive of utilities. $\$594.00 \times 12 \text{ months} = \$7,128.00$ + Telephone $\$720.00$ ( $\$60.00 \times 12 = \$720.00$ )	\$7,848.00	DCJD
<b>Total Cost</b>		<b>\$58,000.00</b>	

# Dallas County Juvenile Department



Putting Youth First

Application Completed By:

Print Name:

Shireal Martin

Signature:

A handwritten signature in cursive script, appearing to read "Shireal Martin", is written over a horizontal line.

Title:

Executive Director

Date: (mm/dd/yyyy)

June 30, 2017



## **ATTACHMENT A**

### **Contract Specifications**

#### **Succeeding at Work**

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

II. **PROGRAM SCHEDULE:**

- A. **Service Week:** Succeeding at Work will convene four (4), eight (8) week cycles of programming of the Teens at Work program. The eight week cycles will occur within a twelve (12) month period.
- B. **Service Hours:** The program will occur one day per week for 2:00hrs. Administrative Staff of the Dr. Jerome McNeil Juvenile Detention Center and the Day reporting Center will coordinate the program cycles and session schedules
- C. **Service Delivery Location:** Dr. Jerome McNeil Juvenile Detention Center and the Day Reporting Center

III. **PROGRAM COMPONENTS**

- A. **Frequency:** Day Reporting Center on Tuesday 12:30pm- 2:00pm
- B. **Frequency:** Dr. Jerome McNeil Juvenile Detention Center - 3:30p.m. – 5:00p.m
- C. **Frequency:**

IV. **PROGRAM MECHANICS**

- A. **Length of stay:** October 1, 2017 – September 30, 2018
- B. **Holiday Schedule:** Week of New Years, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day before, and the week Christmas Day.
- C. **Summer Schedule:** Summer schedule will depend on the number of participants during the school year. If held the day and time may be adjusted dependent upon the detention centers approval.

D. **Transportation:** N/A

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

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

A. **Contract Manager:** Must have a Bachelor degree and/or ten years of experience administering contracts and doing contract implementation. Must have knowledge of contract services, accounting and multiple site project management. Have the ability to supervise a staff and communicate with city, county and state government entities. Other experience includes computers, case management and benefits application.

B. **Program Director:** Must possess a bachelor's degree and three years of experience working with at-risk youth and three (3) additional years of Administrative experience.

C. **Instructor:** Must possess a high school diploma or GED equivalency, one year of teaching experience or public speaking experience, excellent communication skills, two years of prior experience working with youth, and professional appearance and demeanor.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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



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

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

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

**E. Enforcement**

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

Contractor's Full Name: Shireal Martin

  
Signature, Authorized Representative of Contractor

08/14/2017

Date

Executive Director

Title



**MEMORANDUM OF UNDERSTANDING  
BETWEEN HAYLES EDUCATIONAL INCORPORATED  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to September 30, 2018, is entered by and between Hayles Educational Incorporated (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Hayles Educational Incorporated dated June 27, 2017;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

**SCOPE OF WORK**

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

**ASSURANCES**

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Contractor understands that the names of individual working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Contractor understands that individuals involved in the Creative Solutions program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

4. Contractor must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Contractor understands that individuals working on behalf of Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Contractor understands that individuals working on behalf of the Contractor, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated June 27, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$10,549.00 from its Juror Funds to support the (Contractor's "The 7 Habits of Highly Effective Teens Program) as approved in Juvenile Board on July 17, 2017.
10. Total payment for FY2018 will not exceed ten thousand five hundred forty-nine dollars (\$10,549.00). County's payment will be four quarterly installments of two thousand six hundred thirty-seven dollars and twenty-five cents (\$2,637.25) each. At the conclusion of each quarter, Hayles Educational Incorporated will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5<sup>th</sup>) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2017 to September 30, 2018 (FY2018), will be returned to the County.
15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant

funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Contractor agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this MOU shall be from October 1, 2017 to September 30, 2018.

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

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

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

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:



Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

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

#### **CHOICE OF LAWS AND VENUE**

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

#### **SEVERABILITY**

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

### SOVEREIGN IMMUNITY

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

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

#### DALLAS COUNTY JUVENILE BOARD:

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

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

#### APPROVED AS TO FORM\*:

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

#### CONTRACTOR'S NAME:

BY: Jacqueline H. Landry  
Dr. Jacqueline H. Landry, Executive Director  
Hayles Educational Incorporated



Putting Youth First

**Please send completed application materials to:**

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

**Questions regarding the application process may be directed to:**

Stephanie Bays  
Dallas County Juvenile Department  
[Stephanie.Bays@dallascounty.org](mailto:Stephanie.Bays@dallascounty.org)  
214-698-5578

## Community-Based Organization Application

### I. Contact Information

- a. Contact Name and Title:  
Dr. Jacqueline H. Landry, Executive Director
- b. Organization Name:  
Hayles Educational Incorporated
- c. Program/Project Name:  
*The 7 Habits of Highly Effective Teens*
- d. Amount requesting:  
\$10,549
- e. Address:  
2805 Woodmere Drive Dallas, Texas 75233
- f. Email:  
[jacquelandry@yahoo.com](mailto:jacquelandry@yahoo.com)
- g. Phone number:  
214-394-2648
- h. Organization website (if applicable):  
Under construction



## II. Organization Information

- a. What is the mission of your organization?

The mission of the Hayles Educational, Incorporated is to serve academically and socially challenged students and those students who are faced with meeting the demands of their educational program and who desire to move forward and become academically prepared for the 21<sup>st</sup> century postsecondary education and workforce.

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

Hayles Educational, Incorporated was founded in April 2017. Its focus is education and corporate professional development cultivating leadership and personal success. Currently, the organization is conducting professional development in these areas with the top management staff of the City of DeSoto and the Big Thought organization. Some of the other initiatives/sessions conducted by the organization include the following: Diversity in the Workplace, Classroom Management, and a book study on *The 21 Irrefutable Laws of Leadership* by John Maxwell, Social and Emotional Health, Acceleration vs. Remediation, Academic Rigor and Servant Leadership.

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

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

Workers Compensation Insurance – \$1,000,000

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

(Commercial) Automotive Liability Insurance - \$300,000

- ii. Please attach proof of insurances listed above.

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



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

Dr. Karen Ramos, Deputy Director of Educational Services, Dallas County Juvenile Department

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

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

### III. Proposed Program

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

According to the ongoing research study conducted at the University of Chicago by Sara Heller, Jonathan Guryan and Jens Ludwig, a goal-oriented approach that focuses on the individual learning to recognize and change thought patterns can result in a positive effect on the juvenile. The role of education is considered a primary factor in the prevention of further juvenile delinquency because it helps to increase the societal context awareness of the individual while also encouraging the pursuit of self-interest through positive means. Stephen Covey's *7 Habits of Highly Effective People* which is the foundation of the *7 Habits of Highly Effective Teens* presents an approach to being effective in attaining goals by aligning oneself to what he calls "true north" principles of a character ethic. The *7 Habits of Highly Effective Teens* program will provide structure and tools for the young people so that they will improve communication skills and relationships with their peers and others. The training will also foster behavioral change and skills in order for them to be successful in their academic program.

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

The program will be conducted in a step-by-step framework with the optimum flexibility of presenting the modules using the following structure:

- Pre-Assessment
- Warm-up Activities
- Direct Instruction of concepts
- Checking for Understanding after each concept
- Practice/Application Activity
- Post-Assessment





- Reteach, if necessary

The prescribed curriculum covers the following topics which are derived from Stephen Covey's *7 Habits of Highly Effective People* and customized for teens:

- 1) Get in the Habit
- 2) Paradigms and Principles
- 3) The Personal Bank Account
- 4) Be Proactive
- 5) Begin with the End in Mind
- 6) Put First Things First
- 7) Think Win-Win
- 8) Seek First to Understand, Then to Be Understood
- 9) Synergize
- 10) Sharpen the Saw
- 11) Keep Hope Alive!

The funding will provide written materials/activities that will reinforce the concepts and there will be direct instruction from an educator with experience in working with high-need students. The instructor will be encouraged to observe the methodology and content for feedback.

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

The program will take place at the Letot Treatment Center which is a co-educational facility that provides crisis intervention, emergency shelter, programming, and counseling for runaway youth. The Letot Treatment Center seeks the best solution for each youth referred and provides families with crisis intervention services. Instruction will be delivered during the regularly scheduled Health Education class period.

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

The targeted population will be the 12 females at the Letot Treatment Center.

- e. Expected number of unduplicated program beneficiaries:

One cohort of 12 female students

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

**Dr. Jacqueline Landry** has been a public school educator for over 40 years as a classroom teacher, school principal and central office Associate Superintendent in charge of both curriculum and professional development. She earned her Doctor of Education degree from University of North Texas at Denton. Currently, she is serving as a consultant for top



level administrators and city employees. Dr. Landry is a certified facilitator for FranklinCovey – *The 7 Habits of Highly Effective People*.

**Mrs. Jo Wilsford** has been a public school educator for 37 years as a classroom teacher and central office Executive Director assisting the Associate Superintendent in developing and implementing districtwide curriculum and professional development for teachers and school administrators.

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

*The 7 Habits for Highly Effective Teens* program will support the core values and purpose of the Dallas County Juvenile Department Educational Services to ensure that the students are supported in order to leave with the following:

- a set of moral values – honesty, integrity, and good judgment,
- an inquiring and discriminating mind and a desire for knowledge and positive change, and
- strong self-esteem and high personal expectation.

#### IV. Project Evaluation

- a. What are the program/project objectives?

-To provide insights and tools from *The 7 Habits of Highly Effective Teens* specifically designed to help youth build a better future.

To create superior habits in order to develop a successful life journey.

- To help build more capacity to perform at new levels in order to make challenges manageable.

- To help teens with self-esteem, building friendships, and resisting peer pressures.

- To cultivate personal greatness by exploring strengths and weaknesses, and developing a plan for success.

- b. What are the program/project goals?

The project goals are to assist youth with the following:

- gaining greater control of their lives,
- improving relationships with family and friends,
- increasing self confidence and self-esteem,
- making smarter decisions,
- defining their values and what matters most to them,
- recognizing and prioritizing their goals, and
- finding balance between school, work, friends, and everything else.



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

One cohort of 12 students will receive instruction one hour per week for eight (8) weeks with a total of eight (8) hours of direct instruction. The expectation is that the students participate at the rate of 95% or above. Students will be monitored and given feedback on a weekly basis on their goal-setting, building relationships, planning, communication, and exercising the power of personal choice. The instructor will observe the students on an ongoing basis to determine incremental steps of improvement.

Outputs:

- # of sessions completed
- # of students participating
- % of quality responses
- % of correct answers on Pre- and Post-Assessments
- # of students completing the goal-setting profile as the culminating activity
- # of students with positive behavioral changes (observation conducted by the Teacher of Record)

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

The benefits of this program are that teens will learn how to

- take responsibility for their choices,
- uncover their potential to become a true leader,
- master the keys of managing their time and life,
- set priorities and achieve goals, and
- increase personal and interpersonal skills potential through proper planning.

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

Data from Formative and Summative Assessments administered to the students will be collected with ongoing consultation with teaching staff, and observation during the instructional process.

Situational activities will be administered by the Covey Facilitator. The expectation is that each student participates at a high level of engagement and responds to all questions and scenarios.



Putting Youth First

The Pre- and Post-Assessment will measure the student mastery of the concepts presented in the instructional program.

c. Budget Estimate

a. List other funding sources or proposed funding sources for this project.  
None

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

Expenses	Cost per item for 12 students	Total
Instructional Materials	\$145.75	\$1,749
Consultant Fee		\$8800
		\$10,549

Student instructional materials: \$1,749.00

Consultant Fee: \$8,800

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

Expenses	Cost per item for 12 students	Description	Total
Instructional Materials	\$145.75	<p>Instructional materials for one cohort of 12 students, \$1,749.00 will include the following:</p> <p><b>Virtual Certification:</b>                      The 7 Habits Interactive Workshop                      The 7 Habits Signature Audio Series</p> <p><b>The 7 Habits of Highly Effective Teens Facilitator Kit:</b>                      The 7 Habits of Highly Effective Teens Facilitator Guide                      The 7 Habits of Highly Effective Teens Ultimate Activity Guide Facilitator Guide</p>	\$1,749



Putting Youth First

		<p>The 7 Habits of Highly Effective Teens Facilitator PowerPoint</p> <p>The 7 Habits of Highly Effective Teens Poster Set (Thematic)</p> <p>The 7 Habits of Highly Effective Teens Program DVD</p> <p>The 7 Habits of Highly Effective Teens paperback books (30)</p> <p>The 7 Habits of Highly Effective Teens Facilitator Resource DVD</p> <p>The 7 Habits of Highly Effective Teens Success Guide</p> <p>The 7 Habits of Highly Effective Teens Ultimate Activity Guide</p> <p>The 7 Habits of Highly Effective Teens Activity Materials</p> <p>The 7 Habits of Highly Effective Teens Participants Kit Books and Success Guides</p>	
Consultant		<p>One cohort of students (12) will receive 8 one hour instructional sessions conducted by the Facilitator. The additional services provided by the Facilitator are preparation, scheduled briefing and debriefing sessions with the Executive Director and the Deputy Director of Educational Services, and follow-up conferences with the Teacher of Record.</p> <p>Further explanation:</p> <p><b>Briefing</b></p> <p>The facilitator will conduct with the Executive Director, Deputy Director of Educational Services, and the Teacher of Record prior to the delivery of instruction with the students. The review of the goals and objectives will be conducted and modified according to the student population.</p>	\$8800





Putting Youth First

<p>Consultant</p>	<p><b>Debriefing</b> The facilitator will conduct meetings with the Executive Director, Deputy Director of Educational Services, and the Teacher of Record after every 2 sessions in order to continue the customization of the instructional program. The purpose of the debriefings is to consult on the strengths and challenges after direct instruction/coaching sessions and to gather feedback regarding the observable success of the sessions.</p> <p><b>Preparation:</b> The facilitator's will include the following processes: 1) virtual training, 2) survey of materials, 3) customization of the recommended FranklinCovey materials and activities based on the information obtained in the briefing.</p> <p>Delivery of Direct Instruction/Coaching Prior to implementing the <i>7 Habits of Highly Effective Teens</i>, the facilitator will conduct a pre-session with the students in order to determine their interests, and willingness to engage in the activities. The facilitator will conduct eight (8) fifty-five minutes sessions to include direct instruction on concepts, facilitative coaching, and participatory activities to ensure student s obtain concepts and are able to apply them at the highest level.</p> <p><b>Conference with the Teacher of Record:</b> After each session, a conference with the Teacher of Record will be held in order to determine the effectiveness of the direct instruction/coaching in preparation for the</p>
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# Dallas County Juvenile Department



Putting Youth First

		next session.	
			\$10,549

Application Completed By:

Print Name:

Dr. Jacqueline H. Landry

Title:

Executive Director

Signature: *Jacqueline H. Landry*

Date: 06/27/2017

## ATTACHMENT A

### Contract Specifications

*The 7 Habits of Highly Effective Teens*  
Hayles Educational Incorporated

I. COST: \$10,549

#### II. PROGRAM SCHEDULE:

A. Service Week: The identified group of twelve (12) students will receive one 55-minute session of instruction per week for eight weeks on the components of *the 7 Habits of Highly Effective Teens*. Specific days and time will be determined upon meeting with the principal and Teacher of Record.

B. Service Hours: The recommended fifty-five minute sessions of instruction will be conducted during the Health Education class period. There will be additional sessions offered to the Dallas County Juvenile Administrative team as follows:

- **Briefing**

The facilitator will conduct briefing with the Executive Director, Deputy Director of Educational Services, Principal and the Teacher of Record prior to the delivery of instruction with the students. The review of goals and objectives will be conducted and modified according to the student population.

- **Debriefing**

The facilitator will conduct meetings with the Executive Director, Deputy Director of Educational Services, Principal, and the Teacher of Record after every 2 sessions in order to continue the customization of the instructional program. The purpose of the debriefings is to consult on the strengths and challenges after direct instruction/coaching sessions and to gather feedback regarding the observable success of the sessions.

- **Preparation**

The facilitator's preparation will include the following Processes: 1) virtual training, 2) survey of materials, 3) customization of the recommended FranklinCovey materials and activities based on the information obtained in the briefing.

- **Delivery of Direct Instruction/Coaching**

Prior to implementing *the 7 Habits of Highly Effective Teens*, the facilitator will conduct a pre-session with the identified students

in order to determine their interests, and willingness to engage in activities.

The facilitator will conduct eight (8) fifty-five minute sessions to include direct instruction on concepts, facilitative coaching, and preparatory activities to ensure that students obtain concepts and are able to apply them at the highest level.

- **Conference with the Teacher of Record**

After each session, a conference with the Teacher of Record will be held in order to determine the effectiveness of the direct instruction/coaching in preparation for the next session.

- C. Service Delivery Location: Letot Residential Treatment Center  
10503 Denton Drive Dallas, Texas 75220

### III. PROGRAM COMPONENTS

- A. The components of the Covey Teaching Model are as follows:
  - Pre-Assessment
  - Warm-up activities
  - Direct instruction of the concepts/Coaching
  - Checking for understanding after each concept
  - Practice and application after each activity
  - Post-Assessment /Re-teach, if necessary.
- B. Conferences with the Teacher of Record will be held for the identification of specific needs and quality assurance.
- C. Ongoing communication with the Principal and Deputy Director of Educational Services will be held to review the strengths and challenges for the purpose of customization of the instructional program.

### IV. PROGRAM MECHANICS

- A. **Length of stay:** One fifty-five (55) minute session per week for 8 weeks
- B. **Holiday Schedule:** Sessions will not be held during the week of November 20 2017
- C. **Summer Schedule:** n/a
- D. **Transportation:** n/a
- E. **Meals/Snacks:** n/a

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

A. Education, Experience, and Training:

- State of Texas Teacher's Certificate for Grades 6-12
- Master's degree and above in the areas of Education and Educational Leadership
- Experience and certification in *the 7 Habits of Highly Effective People – Signature 4.0* and *the 7 Habits of Highly Effective Teens* with the FranklinCovey organization.

B. Successful work experience with students, teachers, and administrators.

C. Experience in creating and delivery educational programs.



1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

**B. Nondiscrimination Authorities**

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

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

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

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

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

**E. Enforcement**

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

Contractor's Full Name: Hayles Educational Incorporated

Jacqueline H. Landry  
Signature, Authorized Representative of Contractor

8/11/17  
Date

Executive Director  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-248084

Date Filed:  
08/10/2017

Date Acknowledged:

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

Hayles Educational Incorporated  
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-40  
Delivery of the 7 Habits for Highly Effective Teens

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

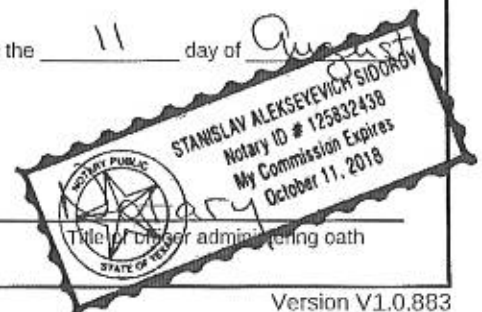
Jacqueline H. Landry  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jacqueline Landry, this the 11 day of August, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath





## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX  
DATE: September 25, 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 25<sup>th</sup> day of September 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 Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs focusing on new or innovative approaches in assisting youth, in the Juvenile Department, and the provision of services which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department; and

**WHEREAS,** final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its July 17, 2017 meeting, YSAB approved allocations for continuation funding for three community organizations: Big Thought, Café Momentum, and Succeeding at Work (Teens at Work program). Additionally, YSAB approved new allocations for funding for two community organizations: Hayles Educational Incorporated and Sheila Bailey Ministries (Project Rebuild). At its July 24, 2017 meeting, the Dallas County Juvenile Board approved YSAB's juror fund recommendation to allocate \$133,570.00 to the community programs listed above and to one departmental program (JB Order 2017-078). Finally, YSAB approved an allocation for continuation funding for one community organization, AIM, LLC, in the amount of \$40,000, at its September 18, 2017 meeting; and

**WHEREAS,** the Juvenile Department requested approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 for AIM, LLC and to request authorization to execute the attached Memoranda of Understanding for: AIM, LLC; Big Thought; Café Momentum; Hayles Educational Incorporated; Sheila Bailey Ministries; and, Succeeding at Work (Teens at Work program); and

**WHEREAS,** \$40,000 in funding will allow AIM, LLC to provide a turn-key case management solution for virtual mentoring and monitoring for an estimated 100 students, a dedicated case manager, utilization of AIM, LLC's proprietary software system and database, customized reporting, morning wake-up calls/text messages, and live mentoring calls. AIM has working with other juvenile department programs, such as ESTEEM Court and Diversion Male Court. This funding will allow AIM, LLC to continue their work with the Diversion Male Court and expand their services to serve other diversion programs within the Department. AIM, LLC seeks to work with up to approximately 100 youth; and

*Youth Service Advisory Board (YSAB) Juror Fund Recommendation for FY2018 and Memoranda of Understanding for the following: AIM, LLC, Sheila Bailey Ministries, Big Thought, Succeeding at Work, Café Momentum, and Hayles Educational Inc.*  
Page 2

- WHEREAS,** \$35,000 in funding will allow Big Thought to meet the Department's requests for Creative Solutions programming for residents at Juvenile Detention, Letot Center and Letot RTC, as well as continue support for youth at the Evening Reporting Center and Creative Solutions Alumni, in FY'18. Through this programming, adjudicated and at-risk youth will receive high-quality, creative learning experiences, which engage them while building skills for future success in education and career. Funding will support direct costs for programming, including instructional needs such as supplies, transportation, snacks, student stipends and contracted artists' fees; and
- WHEREAS,** \$34,631 in funding will assist Café Momentum in implementing Structured Therapy for Adolescent Recovery (STAR) through therapists' fees and the cost of supplies. This mental health component will engage clinicians to provide assessments, group therapy and individual therapy for their clients. Café Momentum anticipates positive behavioral changes, such as the ability to internalize emotions and feelings, increased engagement and alignment with family, and greater emotional and mental stability; and
- WHEREAS,** \$10,549 in funding will allow Hayles Educational to implement "The 7 Habits of Highly Effective Teens" program at the Letot Residential Treatment Center. This program aims to improve communication skills and relationships among participants, while fostering behavioral change in order successful in school. The program will implement a step-by-step framework of 11 modules customized for teenage youth and each session will follow the same structure. This funding will provide instructional materials; and
- WHEREAS,** \$11,440 in funding will allow Sheila Bailey Ministries to implement their Project REBUILD, Speak Young Sista, program at the Letot Residential Treatment Center. This program aims to offer instruction in public speaking, communication and interpersonal skills, so participants can eloquently defend their values, as well as position themselves to be leaders in their schools and communities; and
- WHEREAS,** \$40,000 in funding will allow the Succeeding at Work, Teens at Work program to prepare at-risk youth to become self-sufficient, productive citizens. The program provides education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center, including the RDT Program, students at the Day Reporting Center and students in the GED program; and
- WHEREAS,** the current requests will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy. Administrative management of the juror-funded programs and projects has been facilitated by YSAB with the assistance of the Grant Services Division of the Dallas County Juvenile Department; and
- WHEREAS,** Grant Services will administer/monitor the Memoranda of Understanding and review the programs and evaluate their effectiveness. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and

***Youth Service Advisory Board (YSAB) Juror Fund Recommendation for FY2018 and Memoranda of Understanding for the following: AIM, LLC, Sheila Bailey Ministries, Big Thought, Succeeding at Work, Café Momentum, and Hayles Educational Inc.*** **Page 3**

- WHEREAS,** the current request complies with Dallas County's Strategic Plan, as evidenced by Vision 3: Dallas County is safe, secured, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and utilizing community resources; and
- WHEREAS,** approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memoranda of Understanding with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries and Succeeding at Work have been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board; and
- WHEREAS,** all initiatives related to this request will be supported by the Juror Fund (Funding Source 203-94065). AIM, LLC will receive \$40,000. Big Thought will receive \$35,000. Café Momentum will receive \$34,631. Hayles Educational Incorporated will receive \$10,549. Sheila Bailey Ministries will receive \$11,440. Succeeding at Work will receive \$40,000. The new allocation for contracted services will bring FY2018's total allocations to \$171,620. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and
- WHEREAS,** each program presented specific anticipated performance measures in its initial application. Grant recipients with a Memorandum of Understanding will be required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service; and
- WHEREAS,** agreements with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries, and Succeeding at Work are from October 1, 2017 to September 30, 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2018 in the amount of \$40,000, for AIM, LLC, and approve the Memoranda of Understanding with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries, and Succeeding at work. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## F.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017

**To:** Dallas County Juvenile Board

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

**Subject:** Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Internal Programs for Fiscal Year 2018

**Background of Issue:**

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County Juvenile Department. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. On September 18, 2017, YSAB approved the following allocation of juror funds:

Program Name	Total FY17 Requests	Total FY17 Expenditures	Total FY18 Requests
Black History Committee	\$6,500.00	\$4,475.18	\$8,000.00
Crane Memorial	\$15,000.00	\$10,363.77	\$15,000.00
Detention Honors	\$10,000.00	\$5,702.85	\$9,650.00
Diversion Male Court	\$2,500.00	\$1,324.75	\$2,500.00
Drug Court	\$3,100.00	\$2,983.05	\$5,100.00
Evening Reporting Center	\$16,000.00	\$14,184.10	\$15,700.00
ESTEEM Court	\$3,000.00	\$1,895.06	\$4,500.00
GED Enhancement	\$2,000.00	\$747.74	\$1,625.00
Girls Services	\$2,200.00	\$164.66	\$2,200.00
Hill Center	\$2,600.00	\$2,418.78	\$4,544.21
Hispanic Committee	\$2,000.00	\$1,000.00	\$2,000.00
Holiday Programs	\$32,000.00	\$32,000.00	\$31,500.00
Incentives Project	\$5,000.00	\$1,720.61	\$5,000.00
JJAEP Food Bank and Clothing Closet	\$9,000.00	\$5,526.63	\$13,000.00
Letot RTC Cultural Education Program	\$3,000.00	\$1,842.89	\$6,150.00
Letot Shelter Cultural Education Program	\$5,400.00	\$4,543.20	\$5,400.00
Mental Health Court	\$4,600.00	\$3,040.07	\$4,600.00
Residential Drug Treatment Program	\$1,000.00	\$236.95	\$1,000.00
Substance Abuse Unit	\$5,000.00	\$1,753.00	\$4,987.80
Youthful Offenders Court	\$2,000.00	\$1,251.84	\$3,850.00
Youth Village/Medlock Honor's Program	\$1,300.00	\$827.92	\$1,300.00
<b>Total</b>	<b>\$133,200.00</b>	<b>\$98,003.05</b>	<b>\$147,607.01</b>

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

**Impact on Operations and Maintenance:**

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

**Strategic Plan Compliance:**

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

**Financial Impact/Considerations:**

All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). Total amount of funds to be allocated for fiscal year 2018 will be \$321,177.01, which includes approved allocations from the Youth Services Advisory Board's July 24, 2017 meeting and the September 18, 2017 meeting. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

All initiatives and programs will take place during fiscal year 2018.

**Recommendation:**

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation in the amount of \$147,607.01.

**Recommended by:**



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



### **Youth Services Advisory Board FY18 Grant Program Descriptions**

1. Black History Committee - \$8,000.00 (FY17 Award: \$10,000)

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

2. Crane Memorial - \$15,000.00 (FY17 Award: \$15,000.00)

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

3. Detention Honors - \$9,650.00 (FY17 Award: \$9,650.00)

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

4. Diversion Male Court - \$2,500.00 (FY17 Award: \$2,500.00)

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

5. Drug Court - \$5,100.00 (FY17 Award: \$3,100.00)

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

6. Evening Reporting Center - \$15,700.00 (FY17 Award: \$16,000.00)

The purpose of the Evening Reporting Center Program is to decrease the rate of technical violations of juveniles on probation and to decrease detention admissions by providing a community-based

alternative. This grant will cover the costs of healthy dinners and recreational activities for youth in the program, as well as provide youth with the opportunity to participate in community-based outings.

7. ESTEEM Court - \$4,500.00 (FY17 Award: \$3,000.00)

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

8. GED Enhancement - \$1,625.00 (FY17 Award: \$2,000.00)

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

9. Girls Services - \$2,200.00 (FY17 Award: \$2,200.00)

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

10. Hill Center - \$4,544.21 (FY17 Award: \$2,600.00)

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

11. Hispanic Committee - \$2,000.00 (FY17 Award: \$2,000.00)

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

12. Holiday Programs-\$31,500.00 (FY17 Award: \$32,000.00)

The Dallas County Holiday programs will foster pro-social behavior with youth in Department programs during the holiday season. In 2016, 960 youth, either in a probation program, specialty probation programs, or residing in a pre and post adjudicated facility, benefitted from much needed assistance during the holiday season. Probation and institutional programs, within the Dallas County Juvenile Department, will use this funding for holiday programs. Funding will be used to purchase gifts and other needed holiday items.

13. Incentives Project - \$5,000.00 (FY17 Award: \$5,000.00)

The aim of this project is to offer incentives to juveniles and families participating in the Dallas County Juvenile Department's group and school settings to encourage participants to attend and complete

groups, as well as increase school attendance, which will result in the participant completing program requirements. Probation, Psychology, and Education Services will offer a variety of incentives such as gift cards, snacks, academic certificates and ribbons, and recognizing achievements through celebrations.

14. JJAEP Food Bank and Clothing Closet-\$13,000 (FY17 Award: \$9,000)

The Food Bank aims to continue fulfilling families' food staples and hygiene requests with the assistance of the Juror Fund. This funding will allow the food pantry to remain operational and help fill the pantry for the year. This program also aims to expand their services to the JJAEP clothing closet in order to assist students with maintaining the proper school dress code. The Department will continue to combat food insecurity among our youth and their families by offering a healthy variety of food staples, as well as hygiene products. In addition, the department will ensure that youth receive clothing items they need.

15. Letot Residential Treatment Center - \$6,150.00 (FY17 Award: \$3,000.00)

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

16. Letot Shelter Cultural Education Program - \$5,400.00 (FY17 Award: \$5,400.00)

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

17. Mental Health Court - \$4,600.00 (FY17 Award: \$4,600.00)

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

18. Residential Drug Treatment Program - \$1,000.00 (FY17 Award: \$1,000.00)

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

19. Substance Abuse Unit - \$4,987.80 (FY17 Award: \$5,000.00)

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

20. Youthful Offenders Court - \$3,850.00 (FY17 Award: \$2,000.00)

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

21. Youth Village/Medlock Honor's Program - \$1,300.00 (FY17 Award: \$1,300.00)

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

**Year to Date YSAB Donation Totals for Three Years**

<b>Period</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>
1 Month	21,275.10	11,560.00	19,646.10
2-3 Month	53,151.30	39,671.50	57,792.55
4-5 Month	79,650.45	65,032.60	91,369.75
6-7 Month	110,234.69	98,255.20	132,096.55
8-9 Month	143,530.64	132,646.00	177,307.15
10-11 Month	175,930.64	162,763.60	213,443.81

**Year to Date Totals with New Allocations**  
**13-Sep-17**

<b>Balance:</b>	\$	<b>805,406.76</b>
Plus Expected Unexpended Allocations:	\$	84,312.97
<b>Balance:</b>	\$	<b>889,719.73</b>
Minus New FY'2018 Allocation	\$	321,177.01
Minus Reserve:	\$	100,000.00
<b>Available Balance:</b>	\$	<b>468,542.72</b>



Programs	FY2017 Allocations	Expenditures	2017 left over funds	Projected FY2018 Allocations
Aim, LLC	\$ 40,000.00	\$ 10,400.00	\$ 29,600.00	\$ 40,000.00
Big Thought	\$ 35,000.00	\$ 26,250.00	\$ 8,750.00	\$ 35,000.00
Black History Committee	\$ 6,500.00	\$ 4,475.18	\$ 2,024.82	\$ 8,000.00
Crane Memorial	\$ 15,000.00	\$ 10,363.77	\$ 4,636.23	\$ 15,000.00
Detention Honors Program	\$ 10,000.00	\$ 5,702.85	\$ 4,297.15	\$ 9,650.00
Diversion Male Court	\$ 2,500.00	\$ 1,324.75	\$ 1,175.25	\$ 2,500.00
Drug Court Diversionary Program	\$ 3,100.00	\$ 2,983.05	\$ 116.95	\$ 5,100.00
Esteem Court	\$ 3,000.00	\$ 1,895.06	\$ 1,104.94	\$ 4,500.00
Evening Reporting Center	\$ 16,000.00	\$ 14,184.10	\$ 1,815.90	\$ 15,700.00
GED Testing & Program Supplies	\$ 2,000.00	\$ 747.74	\$ 1,252.26	\$ 1,625.00
Girl Services Committee	\$ 2,200.00	\$ 164.66	\$ 2,035.34	\$ 2,200.00
Hill Center Incentive Program	\$ 2,600.00	\$ 2,418.78	\$ 181.22	\$ 4,544.21
Hispanic Committee	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Holiday Program	\$ 32,000.00	\$ 32,000.00	\$ -	\$ 31,500.00
Incentives Project	\$ 5,000.00	\$ 1,720.61	\$ 3,279.39	\$ 5,000.00
Letot Cultural Enrichment Program	\$ 5,400.00	\$ 4,543.20	\$ 856.80	\$ 5,400.00
Letot RTC Cultural Experience	\$ 3,000.00	\$ 1,842.89	\$ 1,157.11	\$ 6,150.00
Mental Health Court	\$ 4,600.00	\$ 3,040.07	\$ 1,559.93	\$ 4,600.00
Residential Drug Treatment	\$ 1,000.00	\$ 236.95	\$ 763.05	\$ 1,000.00
Residential Drug Treatment - Psychology				\$ 1,950.00
START Program (Pending)	\$ 1,000.00	\$ 233.98	\$ 766.02	\$ -
Substance Abuse Unit	\$ 5,000.00	\$ 1,753.00	\$ 3,247.00	\$ 4,987.80
Succeeding At Work	\$ 40,000.00	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
Café Momentum: (STAR)	\$ 34,031.00	\$ 34,031.00	\$ -	\$ 34,631.00
JJAEP Food Bank/Clothing Closet	\$ 9,000.00	\$ 5,526.63	\$ 3,473.37	\$ 13,000.00
Y.VIII./Medlock's Honor Prog.	\$ 1,300.00	\$ 827.92	\$ 472.08	\$ 1,300.00
Sheila Bailey Ministries				\$ 11,440.00
Hayles Educational INC				\$ 10,549.00
Youthful Offenders Court	\$ 2,000.00	\$ 1,251.84	\$ 748.16	\$ 3,850.00
Grand Total	\$ 283,231.00	\$ 198,918.03	\$ 84,312.97	\$ 321,177.01

#### 2017 Allocations

Internal Diversion Programs	\$ 33,400.00
Internal Programs	\$ 39,800.00
External Programs	\$ 158,031.00
Holiday Program	\$ 32,000.00
Crane Memorial Fund	\$ 15,000.00
Total	\$ 278,231.00

#### 2017 Expenditures

Internal Diversion Programs	\$ 24,843.53
Internal Programs	\$ 31,079.73
External Programs	\$ 100,681.00
Holiday Program	\$ 32,000.00
Crane Memorial Fund	\$ 10,363.77
Total	\$ 198,918.03

#### 2017 Remaining Balances

Internal Diversion Programs	\$ 8,556.47
Internal Programs	\$ 22,770.27
External Programs	\$ 48,350.00
Holiday Program	\$ -
Crane Memorial Fund	\$ 4,636.23
Total	\$ 84,312.97

#### 2018 Projected Allocations

Internal Diversion Programs	\$ 38,450.00
Internal Programs	\$ 64,607.01
External Programs	\$ 171,620.00
Holiday Program	\$ 31,500.00
Crane Memorial Fund	\$ 15,000.00
Total	\$ 321,177.01



# JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: September 25, 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 25th day of September 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 Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County Juvenile Department. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board; and

**WHEREAS,** On September 18, 2017, YSAB approved the following allocation of juror funds; and

Program Name	Total FY17 Requests	Total FY17 Expenditures	Total FY18 Requests
Black History Committee	\$6,500.00	\$4,475.18	\$8,000.00
Crane Memorial	\$15,000.00	\$10,363.77	\$15,000.00
Detention Honors	\$10,000.00	\$5,702.85	\$9,650.00
Diversion Male Court	\$2,500.00	\$1,324.75	\$2,500.00
Drug Court	\$3,100.00	\$2,983.05	\$5,100.00
Evening Reporting Center	\$16,000.00	\$14,184.10	\$15,700.00
ESTEEM Court	\$3,000.00	\$1,895.06	\$4,500.00
GED Enhancement	\$2,000.00	\$747.74	\$1,625.00
Girls Services	\$2,200.00	\$164.66	\$2,200.00
Hill Center	\$2,600.00	\$2,418.78	\$4,544.21
Hispanic Committee	\$2,000.00	\$1,000.00	\$2,000.00
Holiday Programs	\$32,000.00	\$32,000.00	\$31,500.00
Incentives Project	\$5,000.00	\$1,720.61	\$5,000.00
JJAEP Food Bank and Clothing Closet	\$9,000.00	\$5,526.63	\$13,000.00
Letot RTC Cultural Education Program	\$3,000.00	\$1,842.89	\$6,150.00
Letot Shelter Cultural Education Program	\$5,400.00	\$4,543.20	\$5,400.00
Mental Health Court	\$4,600.00	\$3,040.07	\$4,600.00
Residential Drug Treatment Program	\$1,000.00	\$236.95	\$1,000.00
Substance Abuse Unit	\$5,000.00	\$1,753.00	\$4,987.80
Youthful Offenders Court	\$2,000.00	\$1,251.84	\$3,850.00
Youth Village/Medlock Honor's Program	\$1,300.00	\$827.92	\$1,300.00
<b>Total</b>	<b>\$133,200.00</b>	<b>\$98,003.05</b>	<b>\$147,607.01</b>

- WHEREAS,** the current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and
- WHEREAS,** the current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 3: Dallas County is safe, secured, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and utilizing community resources; and
- WHEREAS,** all initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). Total amount of fund to be allocated for fiscal year 2018 will be \$321,177.01, which includes allocations from the Youth Services Advisory Board's July 24, 2017 meeting and the September 18, 2017 meeting. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** All juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service; and
- WHEREAS,** all initiatives and programs will take place during fiscal year 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation in the amount of \$147,607.01.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**G.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Re:** Renewal of Non-Residential Services Contracts for FY2018

**Background of Issue:**

The Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth we serve. The Department began FY2017 with the renewal of three (3) non-residential services contracts that were awarded under Request for Proposals (RFP) No. 2014-067-6449 (Order No. 2014-140). The Juvenile Board authorized renewal of those contracts for FY2017 on September 26, 2016 (Order No. 2016-098).

RFP No. 2014-067-6449, as well as the three (3) contracts awarded under that RFP included language which allows for annual renewal of the contract for four (4) additional 12-month periods, without participating in the RFP process, if the provider met all contractual obligations and operated an effective program. The Juvenile Department has completed the FY2017 performance evaluation process for those three contracts. The purpose of this briefing is to request the Juvenile Board's approval to renew the recommended non-residential services contracts for utilization in FY2018.

**Contract Renewal Process:**

The three (3) existing service providers that are eligible for contract renewal were sent a letter which outlined the contract renewal process and required each provider to submit a 'Letter of Intent' to continue contracting with the Department. Contract renewal was not guaranteed, and renewal was contingent upon positive results received during the Juvenile Department's evaluation process and continued need for the service provided. All three (3) of those existing contractors responded indicating their intent to renew their contract for FY2018.

**Evaluation Process and Performance Data:**

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



The criteria and point values are listed below:

No.	Criteria	Maximum Point Value
1	Type of Service, Primary	20
2	Request for Proposal Compliance	25
3	Risk-Adjusted Recidivism by Program Type	10
4	Amount of Service Provided	20
5	Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool	20
6	Qualified Supplemental Service	5
<b>Maximum Points Possible:</b>		<b>100</b>

A minimum evaluation score of seventy (70) points was required for the service provider to be considered for contract renewal for FY2018. The following table lists the names of the service providers, their respective service category and their evaluation scores for this process.

No.	Criteria	Service Providers / Service Categories		
		Nexus Recovery Center (Substance Abuse Treat.)	North TX Comm. Initiative (Mentor Services)	Youth Conversion (Mentor Services)
1	Type of Service, Primary	N/S	20	20
2	Request for Proposal Compliance	N/S	23	25
3	Risk-Adjusted Recidivism by Program Type	N/S	7	5
4	Amount of Service Provided	N/S	12	12
5	Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool	N/S	14	16
6	Qualified Supplemental Service	N/S	3	5
*	<b>Total Evaluation Score:</b>	<b>N/S</b>	<b>79</b>	<b>83</b>

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

#### Evaluation Results and Contract Renewal Recommendations:

Two (2) service providers, North Texas Community Initiative and Youth Conversion, exceeded the required minimum score of 70 points with their scores of 79 and 83 points, respectively. The third service provider, Nexus Recovery Center could not be scored due to the minimal number of referrals to the program during the review period.

Based on the outcome of this evaluation process, the Juvenile Department is recommending renewal of all three (3) contracts for utilization for FY2018.

#### Performance Overview:

Prior to October 1, 2017, goals and objectives will be established for non-residential service providers for FY2018, using the performance data gathered during the evaluation process as a baseline. Service providers will be evaluated against this standard as part of the FY2018 evaluation process. Juvenile Department staff will provide technical assistance throughout FY2018 to ensure that the service providers understand the goals and objectives as well as the methods that will be used to evaluate their performance.

**Impact on Operations and Maintenance:**

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

**Strategic Plan Compliance:**

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

**Legal Information:**

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

**Financial Impact / Considerations:**

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

**Project Schedule Implementation:**

The renewal process allows programming to continue without interruption. The Juvenile Department's Contract Services division facilitated that process and continues to provide technical assistance to resolve issues pertaining to service delivery and contract compliance. Each contractor will participate in an annual program audit during FY2018.

**M/WBE Information:**

All of the service providers being recommended for contract renewal have submitted the required updated M/WBE information for FY2018. Dallas County's Minority Business Officer works directly with the contractors to ensure compliance in this area. M/WBE profile information on the recommended contractors is included in this briefing as *Attachment Two*.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the non-residential services contracts with Nexus Recovery Center, Inc., North Texas Community Initiative, Inc., and Youth Conversion, Inc. for FY2018.

**Recommended by:**

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



**Dallas County Juvenile Department**  
**Non-residential Evaluation Process: RFP No. 2014-067-6449**  
**Renewal of Existing Non-residential Services Contracts for FY2018**  
**Program Evaluation Scorecard**

Organization Name \_\_\_\_\_ Service Category \_\_\_\_\_

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

NAME OF FIRM:

*Nepus Recovery Center Inc*

5. Section D-EMPLOYMENT DATA

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

Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity															TOTAL COL. A-N
	Hispanic or Latino		Not-Hispanic or Latino													
			Male						Female							
			Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Executive/Senior Level officials and Managers	1.1		1						2						3	
First/Mid-Level Officials and Managers	1.2		2						3			1			4	
Professionals	2	4				1			17	3					27	
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5	3							4	4					11	
Craft Workers	6															
Operatives	7									2					2	
Laborers and Helpers	8														2	
Service Workers	9	3	4						11	38					54	
TOTAL	10	13	4			1			37	52		1			106	
PREVIOUS YEAR TOTAL	11	13	4						30	50					94	

1. Date(s) of payroll period used:

(Omit on the Consolidated Report.)

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

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

Section G- CERTIFICATION

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

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

Name of Certifying Official: *Ben Hunter* Title: *Executive Coordinator* Signature: *[Signature]* Date: *8.11.17*

Name of person to contact regarding this report: *A. Debra Crowell* Title: *Executive Director* Address (Number and Street): *8733 Jo Packer*

City and State: *Dallas TX* Zip Code: *75228* Telephone No. (including area code and extension): *214.321.0156* Email address: *acrowell@nepusrecovery.org*

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

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employees/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

Revised 4/9/15

NAME OF FIRM: NORTH TEXAS COMMUNITY INITIATIVE, INC.

5. Section D- EMPLOYMENT DATA

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

Number of Employees (Report employees in only one category)


Job Categories	Race/Ethnicity														TOTAL COL. A-N
	Hispanic or Latino		Not-Hispanic or Latino												
			Male						Female						
			Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers	1.1			1											2
First/Mid-Level Officials and Managers	1.2														
Professionals	2	2		1						1					4
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10	2		1	1					2					6
PREVIOUS YEAR TOTAL	11	0	1	2						2					4

1. Date(s) of payroll period used: \_\_\_\_\_ (Omit on the Consolidated Report.)

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

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

Section G- CERTIFICATION

Check One	1	<input type="radio"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
	2	<input checked="" type="radio"/>	This report is accurate and was prepared in accordance with the instructions.
Name of Certifying Official: James Garner, Ph.D.		Title: Executive Director	Signature:  Date: 08/16/2017
Name of person to contact regarding this report: James Garner, Ph.D.		Title: Executive Director	Address (Number and Street): 8035 E. RL Thornton, Ste. 300
City and State: Dallas, Texas		Zip Code: 75228	Telephone No. (including area code and extension): 214 680 5553 Email address: jgarner@ntci.org

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

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/sec1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

Revised 4/9/15

NAME OF FIRM: Youth Conversion, Incorporated

5. Section D-EMPLOYMENT DATA

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

Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity														TOTAL COL. A-N	
	Not-Hispanic or Latino															
	Male							Female								
	Hispanic or Latino		White		Black or African American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races			
	Male	Female														
Executive/Senior Level officials and Managers	1.1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
First/Mid-Level Officials and Managers	1.2				1						4					1
Professionals	2															5
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8		4		4						6					14
Service Workers	9															
TOTAL	10		4		5						11					20
PREVIOUS YEAR TOTAL	11		4		4						10					8

1. Date(s) of payroll period used: 6-24-21st (Omit on the Consolidated Report)

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

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

Section G- CERTIFICATION

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

Name of Certifying Official	<u>Lakerrie Owens</u>	Title	<u>Executive Director</u>	Signature	<u>Lakerrie Owens</u>	Date	<u>8/24/17</u>
Name of person to contact regarding this report	<u>Lakerrie Owens</u>	Title	<u>Executive Director</u>	Address (Number and Street)	<u>747 Hendrix Drive</u>		
City and State	<u>Dallas, Texas</u>	Zip Code	<u>75241</u>	Telephone No. (including area code and extension)	<u>(469) 682-7123</u>	Email address (with person's e-mail domain)	<u>l.owens@youthconversion.net</u>

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



## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: September 25, 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 25<sup>th</sup> day of September, 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 historically contracts with community-based programs to provide non-residential services for the youth that we serve; and
- WHEREAS,** Request for Proposals (RFP) No. 2014-067-6449 and the related contracts included language which allows for annual renewal of the contracts for four (4) additional 12-month periods, without participating in an RFP process, if the provider met all contractual obligations and operated an effective program; and
- WHEREAS,** three (3) existing contracts (Nexus Recovery Center, North Texas Community Initiative and Youth Conversion) were awarded under RFP No. 2014-067-6449; and
- WHEREAS,** the Juvenile Department has completed its FY2017 non-residential services performance evaluation process; and
- WHEREAS,** an overall evaluation score of 70 points was required for each program for it to be considered for continuation in FY2018; and
- WHEREAS,** the non-residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and
- WHEREAS,** this request complies with Vision 3: *Dallas is safe, secure and prepared* by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and



**WHEREAS,** the Juvenile Department requests authorization from the Juvenile Board to renew the existing non-residential services contracts listed below for FY2018.

**Dallas County Juvenile Department  
Non-Residential Services Contracts for FY2018**

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to renew the contracts listed above for the provision of non-residential, community-based services during FY2018.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County

**Background of Issue:**

The Dallas County Juvenile Department is constantly searching for ways to review and improve strategies and techniques. As such, the Research Review Committee reviewed and approved the submitted proposal on September 7, 2017, and consulted with Sung Joon Jang, Ph.D., Principal Researcher at Baylor University. The committee members are Mr. Christian Yost, Manager of Research and Statistics, Dr. John Pita, Chief Psychologist, Mr. Rudy Acosta, Deputy of Probation Services, Mrs. Leslie Gipson, Deputy of Administrative-Executive Services, and Ms. Carmen Williams, Manager of Budget Services. It was then forwarded to Dr. Terry Smith and Mr. Bill Edwards on September 8, 2017, for approval. The purpose of this brief is to request approval to participate in the One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County.

Heart of a Champion, a Texas non-profit corporation DBA One Heart Project (OHP), was founded in 1997 and has a 20-year history of positively impacting underserved and at-risk youth by producing attitudinal and behavioral change in youth attending public and private schools, after-school outlets, and juvenile justice facilities. Heart of a Champion has developed the Texas Mentoring Initiative (TMI), to impact youthful offenders throughout the state of Texas. The mission of OHP is to rescue and restore children in the juvenile justice system and provide them with the necessary tools, skills and relationships to realize a true second chance. Youth involved in Dallas County residential programs, as well as under probation supervision in the community, and in the age range of 13-19 years old, qualify as a target population.

One Heart believes that while reducing recidivism is important, there also exists a need to establish a relational infrastructure of mentoring for building healthy relationships that start during the arrest period and last for a minimum of three years post release. The TMI Program components include:

**Redirection**

The TMI pre-release strategy involves two directives: Curricular Instruction and Mentoring. The TMI pre-release strategy, deployed through curricular instruction, is designed to equip participants with life skills, emotional intelligence and pro-social behavior development. This type of training is a crucial programming element that supports the building of trust, awareness and commitment. As part of the mentoring directive, the TMI seeks to provide mentors for each individual participating in the cohort curricular instruction. The mentor's goal is to foster a relationship based on trust and guidance.

### Reentry

The TMI post-release strategy consists of providing continued mentoring support (using the same pre-release mentor) along with a continuum of support to help with vital areas of adjustment relief. This would include a social network of solutions to address health care, homelessness, hunger, education, job training, job skills, legal support and basic urgent needs.

### Best Setting

The TMI strategy works best in small group (cohort of 12-15 young people) settings for social and emotional training and one-on-one mentoring. A critical element for small-group instruction is consistency. Creating a predictable environment in the same location will foster an atmosphere for learning and change, which is critical to achieving success.

### Research & Impact

Baylor University is working with OHP-TMI to conduct both qualitative and quantitative research at the group and individual levels within the program. Baylor will conduct a Randomized Controlled Trial (RCT) study. Research and program review will include pre- and post-assessments and surveys of the youth and potentially with parents/guardians.

Baylor University will conduct a study of the One Heart – Texas Mentoring Initiative. The primary goal of this study is to examine pro-social outcomes of mentoring. The study seeks to: 1) examine the effects of the One Heart – Texas Mentoring Initiative on beliefs, attitudes, and behaviors of youthful offenders, testing whether participation in the program increases positive outcomes (e.g., pro-social behaviors, education, employment, mental health) and decreases negative outcomes (e.g., institutional violations, drug use, and recidivism) over time, and 2) identify factors that contribute to anticipated changes by examining whether the changes are attributable not only to the nine core values of curricular training and other pro-social characteristics (e.g., forgiveness, humility, and gratitude) but also transformation in the youth's self-identity of existential (e.g., meaning and purpose in life), cognitive, and emotional dimensions.

Through the administration of a voluntary participation survey to youth age 13 – 17, at the initial entry into one of the Dallas County Juvenile Department's internal placement facilities, participants will be selected by the One Heart – Texas Mentoring Initiative program. The survey will be administered by the Dallas County Juvenile Department Psychology staff. At no point will the One Heart staff or the mentors administer a survey, nor will they know which youth is connected to a particular survey at the time of selection. All surveys will be de-identified by the Dallas County Juvenile Department Research Manager. One Heart – Texas Mentoring Initiative is seeking a pool of 100 youth of which 50 youth will be randomly assigned to the control group and the other 50 will be randomly assigned to the treatment group. Each youth in the treatment group will be assigned a mentor provided by One Heart – Texas Mentoring Initiative.

During a 3-year time frame, the treatment group will be administered five surveys: Pre-test, post-test, and three follow-up surveys; the control group will only be administered the pre-test and post-test surveys. The Baylor researchers will utilize the surveys, along with secondary electronically extracted data regarding both the treatment and control groups, over a three year period, from October 1, 2017 – September 30, 2020, to examine the effectiveness of One Heart - TMI based on the following factors:

- ❖ Background: race, ethnicity, sex, previous number of referrals to the Department, previous number of detentions, previous number of placements, number of siblings, family type (lives with both parents, lives with one parent, etc.), physical abuse history (yes/no/suspected), emotional abuse history (yes/no/suspected), sexual abuse history (yes/no/suspected)



- ❖ Current: age at start of program, offense type related to current placement/supervision, current program types (if any)
- ❖ Recidivism: offense type of any new referral (including violations of probation), time from program start to new referral, disposition of new referral

**Impact on Operations and Maintenance:**

The answers to these questions will provide clarity to the Department's vision and goals:

- ❖ What effect does mentoring have on the beliefs, attitudes and behaviors of youthful offenders?
- ❖ What factors contribute to changes in the beliefs, attitudes and behaviors of youthful offenders as it relates to mentoring?

**Strategic Plan Compliance:**

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

**Legal Information:**

The MOU, Research Agreement, executive research guidelines, and IRB have been reviewed by Administrative Legal Advisor Ms. Caruthers and approved as to form.

**Financial Impact/Considerations:**

There is no financial impact to the County.

**Performance Impact Measures:**

Baylor University researchers will determine the effectiveness of the One Heart - Texas Mentoring Initiative in promoting positive outcomes related to pro-social behaviors, as measured by the surveys, in an effort to reduce negative behaviors that contribute to recidivism, as measured by the electronically extracted data.

**Project Schedule/Implementation:**

The study will begin when Juvenile Board approval is received.

**Recommendation:**

It is recommended the Dallas County Juvenile Board approves participation in the One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County.

**Recommended by:**

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



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Dallas County Juvenile Board**  
**Through**  
**Dallas County Juvenile Department**  
**And**  
**Heart of a Champion d/b/a One Heart Project**

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between the Dallas County Juvenile Board through the Dallas County Juvenile Department ("DCJD") and Heart of a Champion, d/b/a One Heart Project ("OHP").

**BACKGROUND**

Heart of a Champion, a Texas non-profit corporation, was founded in 1997 and has a twenty (20) year history of positively impacting underserved and at risk youth by producing attitudinal and behavioral change in youth attending public and private schools, after-school outlets, and juvenile justice facilities. The One Heart Project is a DBA of Heart of a Champion. The One Heart Project (OHP) has developed the Texas Mentoring Initiative (TMI), an initiative impacting youthful offenders throughout the state of Texas (Dallas). The mission of OHP is to rescue and restore children in the juvenile justice system and provide them with the necessary tools, skills and relationships in order to realize a true second chance. Youth involved in Dallas County residential programs, as well as under probation supervision in the community, and in the age range of 13-19 years old, qualify as a target population.

The mission of the Dallas County Juvenile Department is to assist referred youth in becoming productive, law-abiding citizens, while promoting public safety and victim restoration.

**PROJECT OVERVIEW**

Youthful offenders are an overlooked, often invisible, population typically mired in poverty. They lack access to resources and foundational relationships that can change their trajectory from the road to prison to a pathway to productive living. Most youthful offenders possess talents and capabilities that if cultivated, would shift their plight to include having access to greater opportunities that exist for them. The TMI offers a response built on the foundation of mentoring: a comprehensive, holistic restorative justice solution that strikes a balance between punitive measures and restoration of the individual through healthy relationships and necessary training, to create a lasting impact at both the individual and community level.

One Heart believes that while reducing recidivism is important, there also exists a need to establish a relational infrastructure of mentoring for building healthy relationships that start during the arrest period and last for a minimum of three years post release.

**REDIRECTION & RE-ENTRY: A TWO-PART APPROACH**

The TMI provides pre-release mentoring and curricular instruction (redirection) as well as post-release mentoring and services (re-entry) as a core competence.

### **Redirection**

The TMI pre-release strategy involves two directives: Curricular Instruction and Mentoring. The TMI pre-release strategy, deployed through curricular instruction, is designed to equip participants with life skills, emotional intelligence and pro-social behavior development. This type of training is a crucial programming element that supports the building of trust, awareness and commitment. As part of the mentoring directive, the TMI seeks to provide mentors for each individual participating in the cohort curricular instruction. The mentor's goal is to foster a relationship based on trust and guidance.

### **Reentry**

The TMI post-release strategy consists of providing continued mentoring support (using the same pre-release mentor) along with a continuum of support to help with vital areas of adjustment relief. This would include a social network of solutions to address the following: health care, homelessness, hunger, education, job training, job skills, legal support and basic urgent needs.

### **Best Setting**

The TMI strategy works best in small group (cohort: 12-15 young people) settings for social and emotional training and one-on-one mentoring. A critical element for small group instruction is consistency. Creating a predictable environment in the same location will foster an atmosphere for learning and change, which is critical to achieving success.

## **RESEARCH & IMPACT**

Baylor University is working with TMI to conduct both qualitative and quantitative research at the group and individual levels within the program. Baylor will conduct a Randomized Controlled Trial (RCT) study. Research and program review will include pre- and post-assessments and surveys of the youth and potentially with parents/guardians.

## **ROLES AND RESPONSIBILITIES**

The purpose of this agreement is to delineate the mutual roles and responsibilities held by OHP and by DCJD, relating to the youth participating in the project while under the jurisdiction of Dallas County.

## **RESPONSIBILITIES OF THE ONE HEART PROJECT**

### **1) Identification of Youth**

- Dallas County will select participating youth through a randomized process and will supply OHP with a participant list.
- Will provide an online application form for recommended youth. Only the Executive Director, Program Director or Mentor Coordinator will have access to this information. The information will be password protected and the applications will be maintained on a secure server.
- Will provide an online profile for participating youth for mentor matching purposes

### **2) Redirection Program**

- Will administer weekly curricular instruction on social and emotion intelligence over a 3- to 9-month period, to occur between 1 to 3 times a week—depending on residential or community based setting and sentencing period.

- Will provide facilitators to deploy curricular instruction at a mutually agreed upon location, which may or may not be a DCJD facility.
- Will provide individual mentors to be matched with individual youth, requesting a minimum commitment of 1 year of mentoring; mentors to visit the facility at least 3 times per month, preferably once a week, during the weekends if possible.
- Will background check, screen and train all mentor candidates
- Will provide an online tool for matching mentors and mentees.
- Will collaborate with the DCJD's entire screening and review process.

### **3) Reentry**

- Will work with DCJD to prepare youth for aftercare services and timing for release of youth into aftercare program.
- Will work with each youth in each cohort to assist with basic urgent needs, address housing needs where capable, assist with health care sign-up and assist with employment needs.

### **4) Research & Impact**

- OHP and OHP's partner, Baylor University, will work collaboratively with the DCJD for data collection and sharing.
- Any research and outcome data developed by OHP/Baylor will be shared with the DCJD before any publication of the research or data.
- Baylor will obtain IRB approval for all research that is conducted.

## **RESPONSIBILITIES OF DALLAS COUNTY:**

### **1) Identification of Youth**

- Will recommend youthful offenders for participation in the TMI project. The first cohort will be 12-15 youthful offenders; Subsequent cohorts will be 12-15 youthful offenders, with the goal of selecting a total of approximately 50 youthful offenders during the first year
- Will provide a staff person to work with an OHP staff person to assist youth in completing assessments.
- May review the assessment questionnaire at any time and provide feedback.

### **2) Redirection Program**

- Will provide a DCJD background check, screening and training
- Will allow selected youth to complete online matching profile
- Will collaborate with OHP on the screening and training process

### **3) Reentry**

- Will work with OHP to prepare youth for transition to aftercare services

### **4) Research & Impact**

- Will work collaboratively with OHP/Baylor for data collection
- Provide access to general data on each youth that participates in the program to OHP/Baylor, including basic demographic information, home life and contact information.

## **GENERAL TERMS**

1. This MOU is effective from the Effective Date through October 1, 2017 through September 31, 2018.

2. This MOU may be renewed for a additional 12-month period under the same terms and conditions. Such renewals will be at the discretion of the DCJD and renewed in writing.
3. Either party may terminate this MOU with 30 days' written notice to the other party or immediately, if it is determined to be in the best interest of the youth by DCJD.

4. INDEMNIFICATION

OHP, to the fullest extent allowed by law, agrees to indemnify and hold harmless Dallas County, Dallas County Juvenile Board, Dallas County Juvenile Department, and their respective assigns, officers, directors, employees, agents, representatives (referred collectively in this section as "County") against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorneys' fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by OHP in performance of this MOU, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of County.

5. INSURANCE

It is OHP's responsibility to make sure that it has a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$5000,000.00 for any one (1) occurrence is in place for OHP's program.

OHP shall, at all times during the term of this MOU and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident-FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;

Bodily injury by disease-FIVE HUNDRED THOUSAND AND NO /100 DOLLARS (\$500,000.00) policy limit.

6. OHP understands that individuals working on behalf of OHP and TMI under this MOU (including but not limited to full-time and part-time employees, contract staff, interns and volunteers) must comply with the DCJD's Media Policy and keep all information that they become privy to concerning the youth in the TMI initiative confidential.
7. DCJD, 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, with a disadvantaged business enterprise will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color or natural origin in consideration for an award if applicable.

8. Pursuant to Title VI requirements, any entity or person that enters into a contract with DCJD, including but not limited to prime contractors, subcontractors and subrecipients, 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.
9. 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.
10. In providing services under this MOU, the parties must observe and comply with all licenses, legal certificates or inspections required for the services and all applicable federal, state and local statutes, ordinances, rules and regulations.
11. This MOU may be amended by mutual written agreement of the parties for any material change to the MOU or by written notice from one party to another for minor changes.
12. No other agreements, whether oral or written, constitute a part of this MOU unless by a mutual written agreement signed by both parties.
13. If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any other provisions in this MOU. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.
14. Nothing in this MOU will be deemed, construed or implied to create the relationship of principal and agent, partners or joint ventures between the parties.
15. No employee of a party to this MOU becomes an employee of the other party by virtue of this MOU.
16. No provision of this MOU or any acts of the parties creates a contractual relationship or any third party beneficiaries.
17. The parties expressly agree that DCJD is an agency of the State of Texas and nothing in this MOU is intended to be, nor will it be construed as, a waiver or relinquishment by DCJD of its rights to claim such exemptions, privileges and immunities as may be provided by law.
18. This MOU is governed by the internal laws of the State of Texas. The parties consent, and waive any objection, to the jurisdiction of and venue in any state or federal court located in Dallas County, Texas.



19. The DCJD and OHP each represent that the person signing this MOU on its behalf does so with authority to act.
20. Any notices, approvals, consents or other communications between the parties must be in writing and may be made by personal delivery or registered mail, return receipt requested, to the address listed below.

**DALLAS COUNTY  
JUVENILE DEPARTMENT:**  
Attn: Dr. Terry S. Smith  
Director Juvenile Services  
Dallas County Juvenile Department  
2600 Lone Star Drive  
Dallas, Texas 75212  
Phone: 214-698-2223  
Fax: 214-698-5508  
Email: [terry.smith@dallascounty.org](mailto:terry.smith@dallascounty.org)


**HEART OF A CHAMPION D/B/A  
ONE HEART PROJECT:**  
Attn: Steve Riach  
Chairman  
Heart of a Champion d/b/a One Heart Project  
P.O. Box 92790  
Southlake, TX 76092  
Phone: 817-337-4900  
Fax:  
Email: [steve@oneheart.com](mailto:steve@oneheart.com)

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

**DALLAS COUNTY JUVENILE BOARD:**

**HEART OF A CHAMPION D/B/A ONE  
HEART PROJECT:**

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

BY:  \_\_\_\_\_  
Steve Riach, Chairman  
Heart of a Champion d/b/a One Heart Project

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

BY: \_\_\_\_\_  
County Judge Clay Jenkins  
Dallas County Juvenile Board

**APPROVED AS TO FORM\*:**

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



One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 08/16/2017

**Contact:** Vicki Waldrop  
**Phone:** (432)218-4195  
**Fax:** (432)523-3681

**Submission Type:** New Business

Email: [matt.rogers@phly.com](mailto:matt.rogers@phly.com)

		PREMIUM
Umbrella Liability Coverage	\$	3 , 450 . 00
	TOTAL	\$      3 , 450 . 00

**The premium shown is subject to the following terms and conditions:**  
Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.  
A maximum per installment fee of \$5.00 may be included (some states may vary).



**PHILADELPHIA**  
**INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date: 08/16/2017**

**Quotation Number: 10974684**

**Named Insured: Heart of a Champion**

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

\_\_\_\_\_  
Signature of Authorized Insurance Representative

\_\_\_\_\_  
Date



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**PHILADELPHIA INSURANCE COMPANIES  
DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION**

Terrorism Premium (Certified Acts) \$ 0

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.**

**NOTE:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

	<p><b>I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from 'certified' acts of terrorism, EXCEPT as noted above.</b></p>
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**You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.**

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses):

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

NAMED INSURED: Heart of a Champion

INSURED'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





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One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Proposal Date:** 08/16/2017

**Quotation Number:** 10974684

**Named Insured:** Heart of a Champion

## FORM SCHEDULE

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-Notice TX	0113	Important Notice
PP2015	0615	Privacy Policy Notice
PI-CXL-TX-NOTICE 1	0113	Asbestos Exclusion Disclosure Notice
PI-CXL-TX-NOTICE 2	1014	Lead Liability Exclusion Disclosure Notice
PI-CXL-002	0413	Commercial Umbrella Liability Ins Policy Declarations
PI-CXL-001	0314	Commercial Umbrella Liability Insurance Policy
PI-CXL-003	0516	Professional Liability Follow Form Endorsement
PI-CXL-004	0912	Directors And Officers Liability Exclusion
PI-CXL-006	0912	Employers Liability (Stop Gap) Exclusion
PI-CXL-007 TX	1212	Abuse Or Molestation Exclusion
PI-CXL-008 TX	0616	Automobile Coverage Exclusion
PI-CXL-032	0912	Fungi Or Bacteria Exclusion
PI-CXL-039	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CXL-041	0516	General Liability Follow Form Endorsement
PI-CXL-068	0912	Employee Benefits Liability Exclusion
PI-CXL-075	0314	Lead Liability Exclusion
PI-CXL-088	0314	Access Or Disclosure Of Confidential Info W/Exception
PI-CXL-099	0116	Recording And Distribution Of Material Or Information
PI-CXL-TX 1	1212	Texas Changes
PI-CXL-TX 2	1212	Texas Changes - Cancellation And Nonrenewal Provisions
PI-UMTER-DN	0115	Disclosure Notice Of Terrorism Ins Cov Rejection Opt



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## UMBRELLA LIABILITY

**Total:** \$ 3,450.00

**Includes Total Taxes of:** Not Applicable

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT  
(LIABILITY COVERAGE)

\$ 5,000,000

PERSONAL & ADVERTISING INJURY LIMIT

\$ 5,000,000

Any one person or organization

PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT

\$ 5,000,000

GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with  
respect to Auto Liability and Products Completed Operations)

\$ 5,000,000

### RETAINED LIMIT

RETAINED LIMIT:

\$ 10,000



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## SCHEDULE OF UNDERLYING INSURANCE

### Employers' Liability

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Bodily injury by accident	\$	Each Accident
Bodily injury by disease	\$	Each Employee
Bodily injury by disease	\$	Policy Limit

### Commercial General Liability

☒ Occurrence

☐ Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number:

Policy Period: 08/04/2017 08/04/2018

Retroactive Date: Not Applicable

Minimum Applicable Limits:

General Aggregate	\$	2,000,000
Products-Completed Operations Aggregate	\$	2,000,000
Personal And Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000

### Commercial Auto Liability

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Garage Aggregate Limit For Other Than Autos (if applicable)	\$
Each Accident	\$

### Professional Liability

☒ Occurrence

☐ Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number:

Policy Period: 08/04/2017 08/04/2018

Retroactive Date: Not Applicable

Minimum Applicable Limits

Each Professional Incident	\$	1,000,000
Aggregate	\$	2,000,000



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## Employee Benefits Liability

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

## Abuse or Molestation

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

## Directors & Officers Liability

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

## Liquor Liability

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$



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## Watercraft Liability

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

## Other Coverages Not Included in Above

☐ Occurrence

☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$





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INSURANCE COMPANIES

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### **Taxes, Surcharges, and Fees Notice**

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604		<b>CONTACT</b> NAME: CSU Chicago Midwest PHONE (A/C, No, Ext): 312-922-5000 E-MAIL ADDRESS: CSUChicago@hubinternational.com	
<b>INSURED</b> Human Capital Concepts, LLC Sagamore Institute-50073 1075 Broad Ripple Ave., Suite 255 Indianapolis IN 46220		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Technology Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
EMPOWER-01		NAIC #	

**COVERAGES**      **CERTIFICATE NUMBER:** 190136576      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOC AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC3639944	6/1/2017	6/1/2018	X WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Sagamore Institute 1222 Commerce Apt 1907 Dallas TX 75202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

## FORM 1295

1 of 1

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

Date Filed:  
09/09/2017

**Date Acknowledged:**

Heart of a Champion dba One Heart Project  
Southlake, TX United States

Dallas County Juvenile Department

JB-48

Texas Mentoring Initiative (TMI)

4

City, State, Country (place of business)

Controlling	Intermediary
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### Controlling

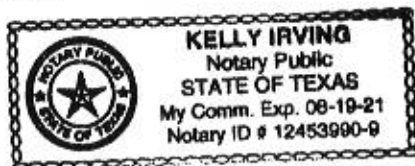
**Intermediary**

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said DeVey  
20 17, to certify which, witness my hand and seal of office.

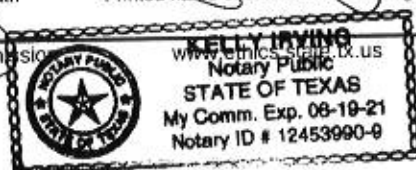
Signature of authorized agent of contracting business entity

Signature of officer administering oath

Kevin Irving  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

Forms provided by Texas Ethics Commission



Version V1.0.3337

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

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

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

B. *Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

#### C. *Representations/Warranties*

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

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

#### D. *Title VI Complaints*

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

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

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

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

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

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

**E. Enforcement**

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

Contractor's Full Name: HEART OF A CHAMPION DBA ONE HEART PROJECT

  
Signature, Authorized Representative of Contractor

9/8/17  
Date

CHAIRMAN  
Title

SUZANNE HENDERSON

COUNTY CLERK



200 Taylor St., Suite 301

Fort Worth, TX 761

PHONE (817) 884-1550

**Certificate of Assumed Name**

**File # A210012746**

I, SUZANNE HENDERSON, County Clerk of the County of TARRANT COUNTY, do hereby certify that

**HEART OF A CHAMPION**

has filed in the office of the County Clerk on the **09/03/2010** a certificate setting forth the name of

**ONE HEART PROJECT**

**99 MAIN ST. SUITE 100, COLLEYVILLE TX 76034**

under which business is to be conducted or transacted, together with the true full name of each person conducting such business:

Name(s):

**HEART OF A CHAMPION**

Witness my hand and seal of office, this the

**SEP 03 2010**

SUZANNE HENDERSON

County Clerk of TARRANT COUNTY, TX

BY

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

, Deputy

(Seal)



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

OCT 16 2002

Date:

HEART OF A CHAMPION  
PO BOX 740126  
DALLAS, TX 75374-0126

Employer Identification Number:  
75-2721125

DLN:

17053229702002

Contact Person:

GARY L BOTKINS

ID# 31463

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

March 1998

Addendum Applies:

no

COPY

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

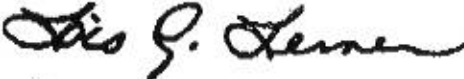
Letter 1050 (DO/CG)

HEART OF A CHAMPION

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations





### **Baylor Study of One Heart – Texas Mentoring Initiative**

Sung Joon Jang, Ph.D. (Principal Researcher)

Byron R. Johnson, Ph.D. (Co-Principal Researcher)

Program on Prosocial Behavior, Baylor University

### **INTRODUCTION**

We propose to study a three-year mentoring program for youthful offenders in Dallas County as a part of the Baylor Study of One Heart – Texas Mentoring Initiative to examine prosocial outcomes of mentoring. The One Heart – Texas Mentoring Initiative (TMI) is a program that consists of two specific initiatives, redirection (pre-release mentoring and curricular training) and reentry initiative (post-release mentoring and aftercare services), for youthful offenders in state and county facilities.

For the redirection initiative, youth assigned randomly to treatment group are matched to a mentor based on their completed online profile for weekly one-on-one mentoring, whereas those in control group are not. The youth in treatment group also attend weekly, small-group sessions of curricular training in nine “core values” (commitment, leadership, perseverance, teamwork, respect, integrity, responsibility, self-control, and compassion) for six months.

The reentry initiative consists of the same pre-release mentor providing continued mentoring and a continuum of support to help youth with post-release adjustment in vital areas, such as healthcare, housing, food, education, and job.

### **RESEARCH OBJECTIVES**

A first objective of this study is to examine the effect of the One Heart – TMI on beliefs, attitudes, and behaviors of youthful offenders, testing whether participation in the program increases positive outcomes (e.g., prosocial behaviors, education, employment, mental health) and decreases negative ones (e.g., institutional violation, drug use, and recidivism) over time.

A second objective is to identify factors that contribute to the anticipated changes by examining whether the changes are attributable not only to the nine core values of



curricular training and other prosocial characteristics (e.g., forgiveness, humility, and gratitude) but also transformation in the youth's self-identity of existential (i.e., meaning and purpose in life), cognitive, and emotional dimensions.

## **VALUE**

### **Prior Research**

While mentoring programs are generally evaluated favorably when applied to at-risk youth not involved in the juvenile justice system (DuBois, Portillo, Rhodes, Silverthorn, & Valentine, 2011), mentoring for youthful offenders tends to receive mixed results for effectiveness. For example, in a meta-analysis of 46 studies, Tolan et al. (2013) found mentoring for high-risk youth to have a modest positive effect for delinquency, but some studies reviewed showed no effect with a few even reporting negative effects. Similarly, Abrams et al. (2014) conducted a systematic review of three relatively well designed studies on mentoring as reentry and aftercare intervention, and found one of them reported no significant difference between treatment and control group with the other two finding some recidivism reductions among youth who received mentoring (see also Drake & Barnoski, 2006). Jolliffe and Farrington (2007) also found seven of 18 studies assessed to show significant reduction in re-offending, but other studies of higher methodological quality showed no such effect.

### **Contributions**

Therefore, our proposed study of randomized controlled trial has the potential contribution to not only to the academic/scientific literature on mentoring but also the improvement of mentoring programs for youthful offenders given the objective of identifying factors that explain how mentoring helps youthful offenders change their behavior and lifestyle.

### **Social Benefits**

In addition, a mentoring program's potential benefits to society are important to the extent that the program can help transform youth into contributing members of society when they return to the community. For example, a survey of 46 states showed that the average costs of confinement for a youth was \$407.58 per day or \$148,767 per year in 2014 (Justice Policy Institute, 2014). The annual cost for confinement was about three to eight times as much as the average costs for college education (including room and board as well as tuition and fees) in 2014-15: \$19,120 for public four-year college and \$42,870 for its private counterpart (College Board, 2017).

Thus, when youth re-enter society as law-abiding citizens via mentoring programs, the reduction in recidivism results in less of a burden on taxpayers. Potential social benefits of mentoring further increase as they begin to contribute to their community by paying taxes from working and strengthening families as they rebuild relationships with family members and later become responsible parents to their own children, breaking the cycle of inter-generational transmission of criminality.

## **INFORMED CONSENT**

### **Baylor IRB-approved Forms**

Since we propose to study human subjects that are not only minors but also the vulnerable population of youthful offenders, we intend to conduct our study in a fully ethical manner. Specifically, to obtain informed consent from youth we will use Baylor IRB-approved assent form for those under the age of 18 (see Appendices A and B) and consent form for those who are 18 or older (see Appendices C and D). For the minors (i.e., youth under the age of 18), parental permission will be also obtained from their parent/guardian so their child may participate in the proposed study (see Appendices E and F).

### **Voluntary Participation and Confidentiality**

Our assent, consent, and parental permission form will ensure that, when youth are asked to enroll in our study, potential subjects fully understand their participation is absolutely voluntary; and, even if they agree to participate, they may withdraw from the study at any time without providing any reason for withdrawal. We will make it clear that their withdrawal will not affect him/her negatively in any way. The form also explains that we will ask them to participate in five surveys to complete over a three-year period, during which we will collect data from juvenile justice agencies as well, and all data will be confidential to protect their privacy.

### **Minimal Risk**

In addition, the form states that participants are unlikely to experience any physical risk or discomfort, while psychological discomfort might occur to some participants, as we will ask them about not only what they think and how they feel about themselves but also negative experiences in the past. Such impact, however, is likely to be momentary and short-lived, but if participants indicate feeling distressed because of answering questions, we will attempt to address the issue by identifying the source of distress and helping them handle the distress properly. If it is not successful or seems insufficient, we will refer them to the facility chaplain or psychologist for further counseling.

## **DATA COLLECTION AND MANAGEMENT**

### **Survey Data**

We will collect data by conducting survey with 100 youthful offenders, randomly assigned to treatment and control groups (i.e., 50 in each group) over a three-year period, from 2017 to 2020, according to a proposed timeline below. For youth in treatment group, survey is proposed to be conducted five times: pre-test before being enrolled in the mentoring program, post-test at the completion of the program's curricular training, and three follow-ups with the first being six months after the post-test and the second and third being one and two years after the first follow-up. On the other hand, we propose that youth in control group participate in the first two surveys only. Each survey consists of structured, closed-ended questions (i.e., multiple-choice questions) and is likely to take 25-30 minutes to complete (see Appendices G and H).

<b>Data Collection</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Proposed Time</b>
Pre-test	X				October
Post-test	X				April
First follow-up*		X			October
Second follow-up*			X		October
Third follow-up*				X	October
Official data	X	X	X	X	November

\* Youth in treatment group only

### **Official Data**

In addition, we will request the Dallas County juvenile department annually to provide us with official data on the variables and data fields specified in the Research Agreement (see III.A Scope of Department's Release).

### **Data Security**

Since we will collect data for the same individual youth more than once, the data cannot be anonymous but will be confidential. Specifically, only the Principal Researcher will be able to link each youth to his/her answers in survey and official data. To ensure confidentiality, once we enter survey data in a computer file, signed assent/consent and parental permission forms and completed surveys will be stored in a locked filing cabinet until we destroy them at the end of project. On the other hand, all electronic data will be stored on a separate secure hard drive connected to the Principal Researcher's office computer located on the Baylor campus (see the Statement of Data Security).

Data will remain on the secure drive until the proposed research is completed, when the Principal Researcher will destroy them by permanently erasing them all. Until then, the Researcher will be responsible for monitoring the protection and safety of data. In case there is any deviation from the approved study plan or any unanticipated, adverse events occur, the Principal Researcher will immediately report such incidence to the Baylor IRB and the Dallas County Juvenile Department for approval and/or instructions.

## **RESEARCH METHDOLOGY AND DATA ANALYSIS**

### **Research Design**

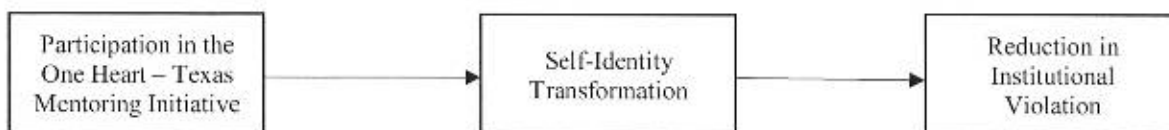
The proposed research is a randomized controlled trial (RCT) with a single treatment group of youth who are randomly assigned to participate in the One Heart – TMI and a control group of their peers who are not. We designed our proposed research to be a longitudinal study so we can examine potential changes in key constructs, such as self-identity and positive development, over time. This is important for testing our causal hypotheses stated in terms of research questions. We will combine self-reported data on beliefs, attitudes, and/or behaviors from the survey with the county juvenile department data on personal (e.g., sociodemographic and clinical) and justice system-related background variables (e.g., prior arrests, institutional violation, and recidivism).

## Key Variables

We propose to measure various outcomes of mentoring using survey and official data: an increase in emotional well-being and a decrease in intended aggression, institutional violation, and recidivism (i.e., re-arrest, re-referral to court, re-conviction or re-adjudication, and re-confinement). Besides these ultimate outcomes, we will measure more immediate outcomes of mentoring. They include changes in legal cynicism (Sampson & Bartusch, 1998), search and presence of meaning (Steger, Frazier, Oishi, & Kaler, 2006), cognitive and emotional self-identity (Giordano, Cernkovich, & Rudolph, 2002; Giordano, Schroeder, & Cernkovich, 2007), crystallization of discontent and feared self (Paternoster & Bushway, 2009), existential identity (Jang, 2016; Jang & Johnson, 2017) and virtues, such as gratitude and forgiveness (Emmons, 1999; Pargament, Feuille, & Burdzy, 2011). Also included in the immediate outcomes are measures of nine “core values” of the program’s curricular training: commitment, leadership, perseverance, teamwork, respect, integrity, responsibility, self-control, and compassion.

## Causal Explanations

We will first examine whether the youth’s participation in the One Heart – TMI tends to increase their emotional well-being and decrease antisocial behaviors (i.e., intended aggression, institutional violation, and offending after release) over time. If so, we will test whether the immediate outcomes of mentoring explain the prosocial effects of mentoring on the ultimate outcomes. For example, we will test whether youth’s participation in the mentoring program tends to decrease the probability of institutional violation due in part to transformation in the youth’s self-identity (see a structural equation model below).



## Statistical Analysis

Besides basic analysis (e.g., correlations, factor analysis, and reliability analysis), our major statistical analysis consists of two parts. First, we will estimate structural equation models (e.g., the above model), using a statistical program called “Mplus,” to examine whether participation in One Heart-TMI increases positive youth development including prosocial self-identity and decreases antisocial behaviors of institutional violation and recidivism after release due in part to the positive outcomes.

Second, using official data on recidivism, we will estimate long-term trajectories of offending over a 10-year period, 2013 to 2022, to examine whether the trajectories are associated with the participation in the mentoring program and its positive outcomes in the expected direction. For this analysis, we will use the *traj* procedure of statistical program, called “Stata.”



## REFERENCES

- Abrams, L. S., Mizel, M. L., Nguyen, V., & Shlonsky, A. (2014). Juvenile reentry and aftercare interventions: Is mentoring a promising direction? *Journal of Evidence-Based Social Work, 11*(4), 404-422.
- College Board. (2017). Trends in higher education. Retrieved from [https://trends.collegeboard.org/college-pricing/figures-tables/tuition-and-fees-and-room-and-board-over-time-2006-07\\_2016-17](https://trends.collegeboard.org/college-pricing/figures-tables/tuition-and-fees-and-room-and-board-over-time-2006-07_2016-17)
- Drake, E. K., & Barnoski, R. P. (2006). *Recidivism findings for the juvenile rehabilitation administration's mentoring program: Final report* Washington State Institute for Public Policy.
- DuBois, D. L., Portillo, N., Rhodes, J. E., Silverthorn, N., & Valentine, J. C. (2011). How effective are mentoring programs for youth? A systematic assessment of the evidence. *Psychological Science in the Public Interest, 12*(2), 57-91.
- Emmons, R. A. (1999). *The psychology of ultimate concerns: Motivation and spirituality in personality*. New York: The Guilford Press.
- Giordano, P. C., Cernkovich, S. A., & Rudolph, J. L. (2002). Gender, crime, and desistance: Toward a theory of cognitive transformation. *American Journal of Sociology, 107*(4), 990-1064.
- Giordano, P. C., Schroeder, R. D., & Cernkovich, S. A. (2007). Emotions and crime over the life course: A neo-Meadian perspective on criminal continuity and change. *American Journal of Sociology, 112*(6), 1603-1661.
- Jang, S. J. (2016). Existential spirituality, religiosity, and symptoms of anxiety-related disorders: A study of belief in ultimate truth and meaning in life. *Journal of Psychology and Theology, 44*(3), 213-229.
- Jang, S. J., & Johnson, B. R. (2017). Religion, spirituality, and desistance from crime. In Arjan Blockland, & Victor van der Geest (Eds.), *The Routledge international handbook of life-course criminology* (pp. 74-86). Oxford, UK: Routledge.
- Jolliffe, D., & Farrington, D. P. (2007). *A rapid evidence assessment of the impact of mentoring on re-offending: A summary* Home Office London.
- Justice Policy Institute. (2014). *Sticker shock: Calculating the full price tag for youth incarceration*. (). Washington, DC: Justice Policy Institute.
- Pargament, K., Feuille, M., & Burdzy, D. (2011). The brief RCOPE: Current psychometric status of a short measure of religious coping. *Religions, 2*(1), 51-76.
- Paternoster, R., & Bushway, S. D. (2009). Desistance and the "feared self": Toward an identity theory of criminal desistance. *Journal of Criminal Law and Criminology, 99*(4), 1103-1156.
- Sampson, R. J., & Bartusch, D. J. (1998). Legal cynicism and (subcultural?) tolerance of deviance: The neighborhood context of racial differences. *Law & Society Review, 32*(4), 777-804.
- Steger, M. F., Frazier, P., Oishi, S., & Kaler, M. (2006). The meaning in life questionnaire: Assessing the presence of and search for meaning in life. *Journal of Counseling Psychology, 53*(1), 80.
- Tolan, P., Henry, D., Schoeny, M., Bass, A., Lovegrove, P., & Nichols, E. (2013). *Mentoring interventions to affect juvenile delinquency and associated problems: A systematic review*. (No. Campbell Systematic Reviews 2013:10). Oslo, Norway: The Campbell Collaboration. doi:10.4073/csr.2013.10

## Appendix A: Assent Form for Treatment Group

Baylor Study of One Heart – Texas Mentoring Initiative  
Program on Prosocial Behavior, Baylor University, Waco, TX

### Assent Form for Research

The Baylor Study of One Heart – Texas Mentoring Initiative is a research project run by Baylor University. This project will study how helpful the mentoring program is. We plan to study 500 juveniles. We ask you to join this study. If you join, you will answer questions in a survey five times in the next three years. You will do the first three surveys in the first year and half. After that, you will do two more in the next two years. It will take about 25-30 minutes to do each survey. We will also get your information from juvenile justice agencies. If you agree to join, we ask you to sign this form. We will send a scanned copy of your signed form to someone in charge of you so you may see it later.

Your answers in the survey and information from the agencies will be private. That is, we will not show them to other people. There may be times when federal or state law asks us to show your answers in the survey. But they are highly unlikely to get you in trouble.

There are no direct benefits to you by taking part in this study. But you may benefit in some ways. By taking the surveys you are helping us improve the mentoring program. This may help you and others in the future.

Being part of this study is your choice. You do not have to do the survey if you don't want to. You can leave this study at any time for any reason. Whether you join this study or not will not change or hurt your current or future relationships with the Texas Juvenile Justice Department or Baylor University. If you quit this study, we will keep your information private.

As far as we know, taking part in this study will not hurt you in any way. If you get tired, you can rest at any time. Some of the questions may be personal. If they make you sad or upset, you do not have to answer them.

We will put your answers in a computer file. We will keep your completed survey in a locked cabinet. All survey results will be kept on a secure computer that is kept safe. The Academic and Research Computing Services of Baylor University will update the computer by special technology and maintain it until we finish in May 2022. At the end of this study, we will destroy all of your information on the computer and in surveys.

Do you have any questions about this study? If you do, please ask the person talking to you about this form. If you want to ask questions later, you can call us at 254-710-7555.

### Statement of Assent

I have read the information in this form including risks and possible benefits. I have been given the chance to ask questions. My questions were answered fully, and I agree to join this study and to let the researcher contact me in the future to follow up this study.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

I have explained the research to the youth and answered all his or her questions. The youth will be able to see a copy of his or her signed form later.

\_\_\_\_\_  
Signature of Person Obtaining Assent

\_\_\_\_\_  
Date

Version date: 06/20/2017



## Appendix B: Assent Form for Control Group

Baylor Study of One Heart  
Program on Prosocial Behavior, Baylor University, Waco, TX

### Assent Form for Research

The Baylor Study of One Heart is a research project run by Baylor University. This project will study beliefs, attitudes, and behaviors of 500 juveniles. We ask you to join this study. If you join, you will answer questions in a survey twice in the next 6 to 9 months. You will do the first three surveys in the first year and half. After that, you will do two more in the next two years. It will take about 25-30 minutes to do each survey. We will also get your information from juvenile justice agencies. If you agree to join, we ask you to sign this form. We will send a scanned copy of your signed form to someone in charge of you so you may see it later.

Your answers in the survey and information from the agencies will be private. That is, we will not show them to other people. There may be times when federal or state law asks us to show your answers in the survey. But they are highly unlikely to get you in trouble.

There are no direct benefits to you by taking part in this study. But you may benefit in some ways. By taking the surveys you are helping us improve the mentoring program. This may help you and others in the future.

Being part of this study is your choice. You do not have to do the survey if you don't want to. You can leave this study at any time for any reason. Whether you join this study or not will not change or hurt your current or future relationships with the Texas Juvenile Justice Department or Baylor University. If you quit this study, we will keep your information private.

As far as we know, taking part in this study will not hurt you in any way. If you get tired, you can rest at any time. Some of the questions may be personal. If they make you sad or upset, you do not have to answer them.

We will put your answers in a computer file. We will keep your completed survey in a locked cabinet. All survey results will be kept on a secure computer that is kept safe. The Academic and Research Computing Services of Baylor University will update the computer by special technology and maintain it until we finish in May 2022. At the end of this study, we will destroy all of your information on the computer and in surveys.

Do you have any questions about this study? If you do, please ask the person talking to you about this form. If you want to ask questions later, you can call us at 254-710-7555.

### Statement of Assent

I have read the information in this form including risks and possible benefits. I have been given the chance to ask questions. My questions were answered fully, and I agree to join this study and to let the researcher contact me in the future to follow up this study.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

I have explained the research to the youth and answered all his or her questions. The youth will be able to see a copy of his or her signed form later.

\_\_\_\_\_  
Signature of Person Obtaining Assent

\_\_\_\_\_  
Date

Version date: 06/20/2017



## Appendix C: Consent Form for Treatment Group

Baylor Study of One Heart – Texas Mentoring Initiative  
Program on Prosocial Behavior, Baylor University, Waco, TX

### Consent Form for Research

The Baylor Study of One Heart – Texas Mentoring Initiative is a research project run by Baylor University. This project will study how helpful the mentoring program is. We plan to study 500 juveniles. We ask you to join this study. If you join, you will answer questions in a survey five times in the next three years. You will do the first three surveys in the first year and half. After that, you will do two more in the next two years. It will take about 25-30 minutes to do each survey. We will also get your information from juvenile justice agencies. If you agree to join, we ask you to sign this form. We will send a scanned copy of your signed form to someone in charge of you so you may see it later.

Your answers in the survey and information from the agencies will be private. That is, we will not show them to other people. There may be times when federal or state law asks us to show your answers in the survey. But they are highly unlikely to get you in trouble.

There are no direct benefits to you by taking part in this study. But you may benefit in some ways. By taking the surveys you are helping us improve the mentoring program. This may help you and others in the future.

Being part of this study is your choice. You do not have to do the survey if you don't want to. You can leave this study at any time for any reason. Whether you join this study or not will not change or hurt your current or future relationships with the Texas Juvenile Justice Department or Baylor University. If you quit this study, we will keep your information private.

As far as we know, taking part in this study will not hurt you in any way. If you get tired, you can rest at any time. Some of the questions may be personal. If they make you sad or upset, you do not have to answer them.

We will put your answers in a computer file. We will keep your completed survey in a locked cabinet. All survey results will be kept on a secure computer that is kept safe. The Academic and Research Computing Services of Baylor University will update the computer by special technology and maintain it until we finish in May 2022. At the end of this study, we will destroy all of your information on the computer and in surveys.

Do you have any questions about this study? If you do, please ask the person talking to you about this form. If you want to ask questions later, you can call us at 254-710-7555.

### Statement of Consent

I have read the information in this form including risks and possible benefits. I have been given the chance to ask questions. My questions were answered fully, and I agree to join this study and to let the researcher contact me in the future to follow up this study.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

I have explained the research to the youth and answered all his or her questions. The youth will be able to see a copy of his or her signed form later.

\_\_\_\_\_  
Signature of Person Obtaining Consent

\_\_\_\_\_  
Date

Version date: 06/20/2017



**Appendix D: Consent Form for Control Group**  
Baylor Study of One Heart  
Program on Prosocial Behavior, Baylor University, Waco, TX

**Consent Form for Research**

The Baylor Study of One Heart is a research project run by Baylor University. This project will study beliefs, attitudes, and behaviors of 500 juveniles. We ask you to join this study. If you join, you will answer questions in a survey twice in the next 6 to 9 months. You will do the first three surveys in the first year and half. After that, you will do two more in the next two years. It will take about 25-30 minutes to do each survey. We will also get your information from juvenile justice agencies. If you agree to join, we ask you to sign this form. We will send a scanned copy of your signed form to someone in charge of you so you may see it later.

Your answers in the survey and information from the agencies will be private. That is, we will not show them to other people. There may be times when federal or state law asks us to show your answers in the survey. But they are highly unlikely to get you in trouble.

There are no direct benefits to you by taking part in this study. But you may benefit in some ways. By taking the surveys you are helping us improve the mentoring program. This may help you and others in the future.

Being part of this study is your choice. You do not have to do the survey if you don't want to. You can leave this study at any time for any reason. Whether you join this study or not will not change or hurt your current or future relationships with the Texas Juvenile Justice Department or Baylor University. If you quit this study, we will keep your information private.

As far as we know, taking part in this study will not hurt you in any way. If you get tired, you can rest at any time. Some of the questions may be personal. If they make you sad or upset, you do not have to answer them.

We will put your answers in a computer file. We will keep your completed survey in a locked cabinet. All survey results will be kept on a secure computer that is kept safe. The Academic and Research Computing Services of Baylor University will update the computer by special technology and maintain it until we finish in May 2022. At the end of this study, we will destroy all of your information on the computer and in surveys.

Do you have any questions about this study? If you do, please ask the person talking to you about this form. If you want to ask questions later, you can call us at 254-710-7555.

**Statement of Consent**

I have read the information in this form including risks and possible benefits. I have been given the chance to ask questions. My questions were answered fully, and I agree to join this study and to let the researcher contact me in the future to follow up this study.

\_\_\_\_\_  
Your Signature

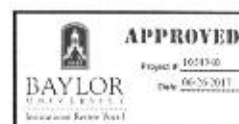
\_\_\_\_\_  
Date

I have explained the research to the youth and answered all his or her questions. The youth will be able to see a copy of his or her signed form later.

\_\_\_\_\_  
Signature of Person Obtaining Consent

\_\_\_\_\_  
Date

Version date: 06/20/2017





## Appendix E: Parental Permission Form for Treatment Group

Baylor Study of One Heart – Texas Mentoring Initiative  
Program on Prosocial Behavior, Baylor University, Waco, TX

### Parental Permission Form for Research

The purpose of this form is to provide you with information about a research project, called "Baylor Study of One Heart – Texas Mentoring Initiative," and what to expect if you as parent/guardian permit your child to participate in this study. We are asking for your permission since your child cannot give consent because s/he is a minor (younger than 18), while we will ask your child to give his/her assent to participate in this study in a separate form.

Baylor University conducts this research to study a mentoring program, One Heart – Texas Mentoring Initiative, for which your child was recommended and applied. We intend to study 500 juveniles including your child by asking them to complete a survey five times over a 3-year period, the first three in a year and half and the last two a year apart afterwards. It will take about 25-30 minutes to complete each survey. We will also obtain data from juvenile justice agencies.

We will keep the records of this study confidential by allowing only the researcher to access the ID that would link your child's name to his/her input. Although there are times when federal or state law may require the disclosure of his/her records, his/her input is highly unlikely to incriminate your child given the nature of questions.

There are no benefits directly to you from allowing your child to participate in this study. However, your child may benefit indirectly as his/her participation with your permission may help improve the mentoring program. For this reason, other juveniles may benefit in the future as well from the results of this study.

Your child's participation is voluntary, so s/he is free not to participate or to withdraw from this study at any time for any reason. No matter what your child decides, the decision on whether to participate will not affect his/her current or future relations with the Texas Juvenile Justice Department or Baylor University. If your child decides to withdraw from this study, the information that s/he has already provided will be kept confidential, while s/he cannot withdraw information collected prior to his/her withdrawal.

Participating in this study will not hurt your child in any way. S/He may get tired during the task, but can rest at any time. Your child may get emotional when answering some questions because they may be sensitive and personal in nature, but does not have to answer any questions that make him/her feel uncomfortable.

Once your child's responses are entered in a computer file, his/her completed survey will be kept in a locked filing cabinet. All survey results will be stored on a secure server, protected by encryption technology and regular updates as well as maintenance by the Academic and Research Computing Services of Baylor University, through May 2022, when our study is scheduled to be completed. At the completion of this study, all data files will be deleted and surveys will be destroyed by shredding.

Finally, if you have any questions or concerns about this study, you can contact Dr. Sung Joon Jang, Principal Investigator, or Dr. Byron R. Johnson, Co-Investigator, at 254-710-7555, Monday through Friday, 9 am – 5 pm (Central Time). If you want to speak with someone not directly involved in this study, you may contact the Baylor University IRB through the Office of the Vice President for Research at 254-710-1438.

### Statement of Consent

I give my consent for my child to participate in this study and agree to allow his/her information to be used as described above.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

I have explained the research to the parent/guardian and answered all his/her questions. I will give a copy of the signed permission form to the parent/guardian.

\_\_\_\_\_  
Signature of Person Obtaining Consent

\_\_\_\_\_  
Date

Version date: 04/24/2017



## Appendix F: Parental Permission for Control Group

Baylor Study of One Heart  
Program on Prosocial Behavior, Baylor University, Waco, TX

### Parental Permission Form for Research

The purpose of this form is to provide you with information about a research project, called "Baylor Study of One Heart," and what to expect if you as parent/guardian permit your child to participate in this study. We are asking for your permission since your child cannot give consent because s/he is a minor (younger than 18), while we will ask your child to give his/her assent to participate in this study in a separate form.

Baylor University conducts this research to study beliefs, attitudes, and behaviors of 500 juveniles including your child by asking them to complete a survey twice over a 6-to-9-month period. It will take about 25-30 minutes to complete each survey. We will also obtain data from juvenile justice agencies.

We will keep the records of this study confidential by allowing only the researcher to access the ID that would link your child's name to his/her input. Although there are times when federal or state law may require the disclosure of his/her records, his/her input is highly unlikely to incriminate your child given the nature of questions.

There are no benefits directly to you from allowing your child to participate in this study. However, your child may benefit indirectly as his/her participation with your permission may help improve the juvenile justice system in Texas. For this reason, other juveniles may benefit in the future as well from the results of this study.

Your child's participation is voluntary, so s/he is free not to participate or to withdraw from this study at any time for any reason. No matter what your child decides, the decision on whether to participate will not affect his/her current or future relations with the Texas Juvenile Justice Department or Baylor University. If your child decides to withdraw from this study, the information that s/he has already provided will be kept confidential, while s/he cannot withdraw information collected prior to his/her withdrawal.

Participating in this study will not hurt your child in any way. S/He may get tired during the task, but can rest at any time. Your child may get emotional when answering some questions because they may be sensitive and personal in nature, but does not have to answer any questions that make him/her feel uncomfortable.

Once your child's responses are entered in a computer file, his/her completed survey will be kept in a locked filing cabinet. All survey results will be stored on a secure server, protected by encryption technology and regular updates as well as maintenance by the Academic and Research Computing Services of Baylor University, through May 2022, when our study is scheduled to be completed. At the completion of this study, all data files will be deleted and surveys will be destroyed by shredding.

Finally, if you have any questions or concerns about this study, you can contact Dr. Sung Joon Jang, Principal Investigator, or Dr. Byron R. Johnson, Co-Investigator, at 254-710-7555, Monday through Friday, 9 am – 5 pm (Central Time). If you want to speak with someone not directly involved in this study, you may contact the Baylor University IRB through the Office of the Vice President for Research at 254-710-1438.

### Statement of Consent

I give my consent for my child to participate in this study and agree to allow his/her information to be used as described above.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

I have explained the research to the parent/guardian and answered all his/her questions. I will give a copy of the signed permission form to the parent/guardian.

\_\_\_\_\_  
Signature of Person Obtaining Consent

\_\_\_\_\_  
Date

Version date: 05/05/2017



## Appendix G: Youth Survey for Pre-Test

TJJD# \_\_\_\_\_

Name \_\_\_\_\_

*Please answer the following questions by putting "X" on the response that is closest to your thoughts and feelings as honestly as you can since there is no right or wrong answer. Thank you.*

1. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. It's okay to do anything you want as long as you don't hurt anyone.				
b. To make money, there are no right and wrong ways anymore, only easy ways and hard ways.				
c. Laws are made to be broken.				

2. How true or untrue is each of the following statements?

	Absolutely Untrue	Mostly Untrue	Somewhat Untrue	Can't Say True or False	Somewhat True	Mostly True	Absolutely True
a. I am seeking a purpose or mission for my life.							
b. I have a good sense of what makes my life meaningful.							
c. I have found a satisfying reason why I was born.							
d. I am always looking for something that makes my life feel important.							

3. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. I am open for change.				
b. I have a good new self that replaced my old bad self.				
c. I am willing to have myself changed completely.				

4. How likely is it you would use each word below to describe yourself (e.g., "Angry Jose," "Nervous Bob")?

	Very unlikely	Unlikely	Likely	Very Likely
a. Depressed				
b. Angry				
c. Nervous				

5. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. I would face a miserable future unless I change.				
b. A life of offending will do more harm than good to me.				
c. I have made a conscious decision to improve myself.				

6. Please indicate how often you have done each of the following.

	Never	Seldom	Sometimes	Often
a. To forgive myself for things I have done wrong				
b. To ask for forgiveness from those whom I have hurt				
c. To forgive those who hurt me				

7. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. I care about doing what is right even if nobody watches me.				
b. I am responsible for something I did to other people but only if I get caught.				
c. I am willing to accept my responsibility even if it costs me.				

8. Please indicate how much you agree with each of the statements, using the scale below.

	Strongly disagree	Disagree	Slightly disagree	Neutral	Slightly agree	Agree	Strongly agree
a. If I had to list everything that I felt thankful for, it would be a very short list.							
b. I am grateful to a wide variety of people.							

9. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. I feel compelled to help someone even when doing so requires me to go out of my way.				
b. When I see someone in a difficult situation I try to imagine how they feel.				
c. It's not enough to feel sorry for someone who is in trouble. Whenever it is possible, I must also do something to help them.				

10. The following scenario describes in detail a situation. After reading it, please indicate how likely it is that you would do the same as Michael.

*It's Sunday afternoon. Michael is watching a football game with other youth. During a halftime break, Michael goes to the restroom. To reserve his seat, he asks a friend to "hold it down" for him. When Michael comes back, David is in his seat. Michael asks David to leave because it is his seat. David says he can sit anywhere he wants. Michael asks David to leave one more time. This time David ignores Michael. Feeling not only dissed but also that he is right, Michael gets into an argument with David, yelling and screaming.*

- ☐ Not likely at all (0%)
- ☐ Very unlikely
- ☐ Unlikely
- ☐ Likely
- ☐ Very likely
- ☐ Certainly (100%)

11. How strongly do you agree or disagree with the following statements?

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. I know that I can learn from other people.				
b. I am keenly aware of how little I know about the world.				
c. I can honestly tell what I am good at and what I am not.				
d. I see myself as a small part of how the world works.				

12. During the past week, how often have you experienced each of the following?

	Never	Rarely	Sometimes	Often	Very often
a. Felt angry					
b. Felt depressed or sad					
c. Felt frustrated					
d. Felt nervous, anxious, and on edge					

13. How often would you say you do each of the following?

	Never	Rarely	Sometimes	Often	Always
a. Act on the spur of the moment without stopping to think					
b. Try to avoid tasks that will be complicated					
c. Test myself by doing something a little risky					
d. Try to get what I want even if it causes problems for others.					
e. Lose my temper					

14. How often true is each of the following statement?

	Never true	Rarely true	Sometimes true	Often true	Always true
a. I follow through on something I say or begin.					
b. I can be counted on to carry out tasks without reminders.					
c. I try not to speak words that embarrass or hurt someone.					
d. I place the needs of others above my own.					
e. I do not rub it in when I win in a competition of any kind.					
f. I begin a task or project with the end in mind.					
g. I look for the role I can best fill within a team setting.					
h. I do not bad-mouth other people whom I disagree with.					
i. I take a stance for what is right and do not waver.					
j. I look for ways to cheer up and help those on my team.					
k. I lead others by example.					
l. I will not allow roadblocks to make me quit.					
m. I will keep my personal moral standards no matter what happens to me.					
n. No matter what happens, I do not quit.					
o. I am willing to accept the consequences of my actions.					
p. I reach out to people who are lonely and unaccepted.					

15. Please tell me whether you have been or currently participate in each of the following programs in the juvenile facility.

	Never participated	Participated before	Currently participating
a. Educational program			
b. Job skill or trade training program			
c. Mentoring program			
d. Life skill program			

**Please continue.**



16. Which statement comes closest to your personal beliefs about God or a higher power?

- ☐ I have no doubt that God exists.
- ☐ I believe in God, but with some doubts.
- ☐ I sometimes believe in God.
- ☐ I believe in a higher power or cosmic force.
- ☐ I don't know and there is no way to find out.
- ☐ I do not believe in God.
- ☐ I have no opinion.
- ☐ None of these

*If your answer is one of the first four, continue to answer questions below.*

*If your answer is one of the last four, stop here. Thank you very much for your participation.*

17. How close do you feel to God most of time?

Not close at all	Not very close	Somewhat close	Pretty close	Extremely close

18. How often do you currently attend religious services at a place of worship?

Never	Less than once a year	Once or twice a year	Several times a year	Once a month	2-3 times a month	About weekly	Several times a week

19. About how often do you currently pray outside of religious services?

Never	Only on certain occasions	Once a week or less	A few times a week	Once a day	Several times a day

20. In general, how important is religion to you?

Not at all	Somewhat	Fairly	Very	Extremely

21. Outside of attending religious services, about how often do you currently spend private time reading the Bible, Koran, Torah, or other sacred book?

Never	Less than once a year	One to several times a year	Once a month	2-3 times a month	About weekly	Several times a week	Everyday

**This is the end of survey. Thank you very much for your participation.**

## Appendix H: Youth Survey for Post-Test and Follow-ups

The following questions about mentoring will be added to the pre-test survey (i.e., Appendix G).

22. How often true is each of the following statements?

	Never true	Rarely true	Sometimes true	Often true	Always true
e. My mentor and I have a lot in common.					
f. I wish my mentor asked me more about what I think.					
g. My mentor and I talk about things I really want to.					
h. When my mentor gives me advice, it makes me feel stupid.					
i. I feel like my mentor is my role model.					
j. I wish my mentor knew me better.					
k. My mentor is interested in what I want to do.					
l. My mentor promises something we do not do.					
m. I wish I could spend more time with the mentor.					
n. I cannot trust my mentor with secrets.					

23. How often true is each of the following when you are with your mentor?

	Never true	Rarely true	Sometimes true	Often true	Always true
a. I feel excited.					
b. I feel special.					
c. I feel nervous.					
d. I feel important.					
e. I feel respected.					
f. I feel bored.					
g. I feel happy.					
h. I feel cared for.					



## **Baylor Study of One Heart – Texas Mentoring Initiative**

Sung Joon Jang, Ph.D., and Byron R. Johnson, Ph.D.

### **Executive Summary**

We propose to study a three-year mentoring program for youthful offenders in Dallas County as a part of the Baylor Study of One Heart – Texas Mentoring Initiative (TMI) because:

- prior research on the impact of mentoring on youthful offenders is limited in number, quality, and the length of mentoring period studied;
- prior research is mixed about the prosocial outcomes of mentoring for youth; and
- identifying effective mentoring practices for youthful offenders will reduce recidivism and save tax dollars, as well as help youth become productive, law-abiding citizens.

The proposed research intends to:

- examine the effect of the One Heart – TMI on beliefs, attitudes, and behaviors of youthful offenders, testing whether participation in the program increases positive outcomes and decreases negative ones over time;
- identify contributing factors of the anticipated changes by testing whether the changes are attributable to prosocial outcomes of mentoring (e.g., identity transformation); and
- conduct a randomized controlled trial by assigning youthful offenders randomly to treatment and control groups, administering surveys to them up to five times, and obtaining data on their backgrounds and offending from the Dallas County Juvenile Department.

In executing this project, we will conduct our study in a fully ethical manner by:

- obtaining informed consent from youth and permission from their parent/guardian; and
- ensuring the confidentiality of data via the use of a secure drive with encryption and a locked filing cabinet to store electronic data and signed forms and completed surveys.

The following will be key products stemming from the research:

- publishing research articles in top peer-reviewed journals;<sup>1</sup>
- publishing lay-friendly and highly accessible reports without complicated statistics;<sup>2</sup>
- writing essays and opinion editorials in high-circulation newspapers and magazines.<sup>3</sup>

<sup>1</sup> For example, we have published in top criminology and criminal justice journals including *Criminology*, *Justice Quarterly*, *Journal of Research in Crime and Delinquency*, and *Journal of Quantitative Criminology*.

<sup>2</sup> Here's a link to research reports we have published: <http://www.baylorisr.org/publications/isr-reports/>

<sup>3</sup> We have published opinion editorials in various newspapers including *The Wall Street Journal*, *Dallas Morning News*, *Baltimore Sun*, and *Houston Chronicle*.



## **Dallas County Juvenile Department Research Agreement**

**THIS IS AN AGREEMENT** between Dallas County Juvenile Department, hereinafter called the "**Department**", and **Sung Joon Jang and Byron R. Johnson** hereinafter called the "**Researcher**".

WHEREAS, the Researcher has submitted a written request and research proposal to the Department dated July 21, 2017, a copy of which is attached hereto and incorporated by reference as part of this Agreement, and

WHEREAS, the Department has determined that the Researcher's written request and research proposal clearly specifies the information and/or data sought and the research, evaluative, or statistical purposes for which the information and/or data will be used; and

In agreement with Texas Family Code Section 58.0072 [(d)(2)] relating to Texas Juvenile Probation Commission release of data, WHEREAS, the Researcher is a person or entity *[governmental entity]* authorized in Texas Family Code Section 58.0072 [(d)(2)] which may be granted access to juvenile justice information for research and statistical purposes *[by agreement]*;

The Department and Researcher, make the following agreements:

### **I. Purpose.**

The purpose of the agreement is to delineate the terms and conditions of an authorized disclosure of confidential juvenile justice information collected by Dallas County Juvenile Department

### **II. Confidentiality.**

Researcher hereby shall acknowledge the confidential nature of the information disclosed and shall agree to hold and comply with each and every restriction and obligation set forth herein. It is further acknowledged and agreed that the disclosure of information by the Department does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58 of the Texas Family Code or Chapter 552 of the Government Code, the Public Information Act.

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### **III.A Scope of Department's Release**

The Department will supply the following items of information and/or data to the Researcher

The Researcher seeks to use the Department's data for statistical control to examine the effects of the One Heart mentoring program on youthful offenders, and thus submits this request. The request herein is made for all youth participating in the proposed research (i.e., both control and treatment group youth) from October 1, 2017 to September 30, 2020. The Researcher understands that the Department will de-identify the survey data to be matched with the following data, before sending the combined data to the Researcher.

- Background: race, ethnicity, sex, previous number of referrals to the department, previous number of detentions, previous number of placements, number of siblings, family type (lives with both parents, lives with one parent, etc.), physical abuse history (yes/no/suspected), emotional abuse history (yes/no/suspected), sexual abuse history (yes/no/suspected)
- Current: age at start of program, offense type related to current placement/supervision, current program types (if any)
- Recidivism: offense type of any new referral (including violations of probation), time from program start to new referral, disposition of new referral

### **III.B Direct contact with research subjects Direct contact research will include the following:**

3.b.1 (Specified type of participation and direct contact research) There will be no direct contact between the Researcher and youthful offenders. The Department will administer the survey as well as obtain the assent/consent forms to ensure the identity of each youth participant is protected.

3.b.2 (Specified scope of participation) While the first two surveys will be administered by the Department, the Researcher will identify a Third Party to administer the follow-up surveys to ensure the identity of youth participants remain uncompromised. The surveys will then be forwarded to the Department to de-identify before sending them to the Researcher.

## **IV.**

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### **Researcher Statement of Data Security**

The Researcher shall provide to the Department in a separate written statement the administrative and physical precautions that will be taken to securely protect any data deemed confidential pursuant to this Agreement and/or statutory law. The Researcher's Statement of Data Security, is attached hereto and incorporated by reference as part of this Agreement.

### **V.**

#### **Obligations and General Responsibilities of Researcher**

5.3. The Researcher shall:

- 5.3.1. Use the information and/or data provided only for the research, evaluative or statistical purposes described in the Researcher's written request and research proposal incorporated herein by reference as part of this Agreement;
  - 5.3.2. Limit access to the information and/or data to the Researcher and those of the Researcher's employees or associates whose responsibilities cannot be accomplished without such access;
  - 5.3.3. Replace any and all identifying information of any record subject with an alphanumeric or other appropriate code;
  - 5.3.4. Immediately notify the Department of any material changes in the purposes or objectives of its proposed research or in the manner in which the information and/or data will be used;
  - 5.3.5. Prohibit the disclosure of data in any form which identifies an individual, if applicable; and
  - 5.3.6. Prohibit the disclosure, access, distribution, review, copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose.
  - 5.3.7. Secure a written agreement that contains a provision that restricts removal and portability of information and/or data by a student, faculty member, employee or associate after his or her affiliation, association or employment with an authorized entity, college or university has ended;
  - 5.3.8. Provide a draft copy of the research report, article or publication prior to dissemination; and
  - 5.3.9. Destroy any and all data files when the stated research, evaluative, or statistical purpose has been completed.
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- 5.4 The Researcher shall not:
- 5.4.1 Disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; and
  - 5.4.2 Make copies of any of the information and or data provided other than that necessary for research, evaluative, or statistical purposes or directly or indirectly transfer, disseminate or disclose data files, computer diskettes, physical records or copies of any information to any person, firm, other business or governmental entity for any purpose without the Department's prior written consent;
- 5.5 In the event the Researcher deems it necessary, for the purposes consistent with this Agreement, to disclose the information and or data to any other person or entity, including but not limited to student researchers, associates, collaborators, and/or subcontractors, the Researcher shall:
- 5.5.1 Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Researcher named herein;
  - 5.5.2 Submit such written agreement to the Department with a request for its written consent;
  - 5.5.3 Prohibit disclosure any of the information and/or data until the Department has provided such written consent; and
  - 5.5.4 Notify the Department immediately upon discovery of any unauthorized use or disclosure or of any other breach of this agreement by Researcher's associates, collaborators, subcontractors or other persons, and will cooperate with the Department to regain possession and/or prevent its further unauthorized use or disclosure.

## **VI. Department's Right to Monitor Research Activities**

The Researcher shall further agree that the Department shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher (or any person or entity granted access to information and/or data under Section 5.4, above) in order to assure compliance with this Agreement. The Department shall reserve the right to review Researcher's work, including but not limited to project findings and reports, prior to dissemination or publication.

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**VII.**  
**Department's Right to Terminate**

In the event the Researcher fails to comply with any term of this Agreement the Department shall have the right to take such actions, as it deems appropriate including termination of this Agreement. Department may at its option, without cause and without prejudice to any other remedy to which it may be entitled in law or in equity or elsewhere under this agreement, terminate this agreement, in whole or in part, by giving 30 calendar days notice thereof to the other party. If the Department terminates this Agreement, the Researcher (or any person or entity granted access to the information and/or data) shall return all information and/or data to the Department including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein shall survive upon termination of the Agreement.

**VIII.**  
**Notice**

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

To COUNTY:  
Dallas County Juvenile Department  
Attn: Ms. Leslie Gipson  
Henry Wade Juvenile Justice Center  
2600 Lone Star Drive, Box 5  
Dallas, TX 75212

To CONTRACTOR:

**IX.**  
**Hold Harmless**

The Researcher shall defend, protect, and hold harmless the Department or any of its employees from any claims damages, or other liability arising as a result of disclosure by the Researcher of any information received pursuant to this agreement or for acts of the Researcher which are libelous or slanderous or violates a right of confidentiality. The Department makes no

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representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. Researcher acknowledges and agrees that the Department shall not be responsible for Researcher reliance on the information and/or data provided.

**X.  
Indemnification**

Researcher, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY"), against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Researcher in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County

**XI.  
Governing Law and Sanctions**

This agreement is being executed, delivered and performed in the State of Texas. The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this agreement. Proper venue for any litigation arising from this agreement shall be in Dallas County, Texas. Researcher shall further acknowledge and agree that failure to comply with the terms of this Agreement, including any misuse or wrongful disclosure may result in administrative or legal action and may subject the Researcher to civil or criminal penalties imposed by state or federal law.

**XII.  
Sovereign Immunity**

This Agreement 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 Agreement 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 Agreement.

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**XIII.  
General.**

This document constitutes the complete and final agreement between the Department and Researcher. Any other oral or written agreements between the parties concerning the subject matter of this agreement are of no force or effect after the effective date of this agreement. Researcher and the Department agree that any modifications or amendments to this agreement must be in writing and signed by both parties. Neither this agreement nor any duties or obligations herein shall be assignable by the Researcher without express, prior written approval from Department.

***The parties hereto in their capacities as stated, affix their signatures and bind themselves to the terms of this agreement.***

**Dallas County Juvenile Department as an authorized by the Department's Executive Director:**

By: Leslie Gipson  
Date: 9/7/17

Ms. Leslie Gipson, Deputy Director of Administrative and Executive Services

By: C. Williams  
Date: 9-7-17

Ms. Carmen Williams, Manager of Budget Services

By: John Pita, Ph.D.  
Date: 9.7.17

Dr. John Pita, Chief Psychologist

By: Christian Yost  
Date: 9/7/17

Mr. Christian Yost, Manager of Research and Statistics

By: Rudy Acosta  
Date: 9/7/2017

Mr. Rudy Acosta, Deputy Director of Probation Services



**BAYLOR UNIVERSITY**

**RESEARCHER,**

**Sung Joon Jang**

By: 

Typed Name: SUNG JOON JANG

Title: Research Professor of Criminology

Date: 9/7/2017

Baylor University  
One Bear Place #97236  
Waco, TX 76798-7236

**RESEARCHER,**

**Byron R. Johnson**

By: 

Typed Name: Byron R Johnson

Title: Distinguished Professor of the Social Sciences

Date: 9/7/2017

Baylor University  
One Bear Place #97236  
Waco, TX 76798-7236

### **Attachment A: Statement of Data Security**

The Researcher and University shall take the following administrative and physical precautions to securely protect any information or data collected under this Agreement or otherwise deemed confidential pursuant to this Agreement, federal law, or the laws of the State of Texas:

The Researcher will be responsible for the security of data collected from surveys and the Department.

#### **Respondent Anonymity**

Data collected for the proposed research will be de-identified by the Department, and thus the Researcher would have no access to the identity of youthful offenders. Therefore, the data are essentially anonymous.

#### **Data on Paper**

Once survey data are entered in an electronic file, signed assent/consent and parental permission forms and completed surveys will be stored in a locked filing cabinet in the Researcher's office (Pat Neff 404.08) and, if necessary, in other secure location near the office until they are destroyed when the project is completed.

#### **Electronic Data**

All electronic data will be stored on an encrypted drive connected to the Researcher's desktop computer in his office, using bitlocker for encryption. The encryption keys are managed by AirWatch to ensure compliance with information security standards. The Information Security Services of Baylor University will set up encryption, and enable a password protected screen saver. For backup, the data will be copied regularly to a USB flash drive encrypted with Veracrypt. This USB backup will be kept in a locked filing cabinet in the Researcher's office. The Researcher will be the only person who will access the data for analysis besides computing staff who will have access for the purpose of disk management and software update.

This Statement of Data Security is a binding part of the Research Agreement. The Researcher's or University's failure to comply with the precautions described herein may constitute a breach or default under the Research Agreement and entitle the Department to seek any remedies for breach or default available under the Research Agreement or other law.

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# BAYLOR UNIVERSITY

INSTITUTIONAL REVIEW BOARD – PROTECTION OF HUMAN SUBJECTS IN RESEARCH

## **NOTICE OF EXPEDITED APPROVAL – CHANGE TO APPROVED RESEARCH**

Principal Investigator: Sung Joon Jang

Study Title: Baylor Study of One Heart – Texas Mentoring Initiative

IRB Reference #: 1054340

Date of Approval: 06/26/2017

Expedited Category: Minor modification

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The change to the above referenced human subjects research project has been approved by the Baylor University Institutional Review Board (IRB). Specifically, the IRB reviewed and approved the following documents:

- Change to Approved Research Form, submitted on 06/20/2017
- Protocol, dated 06/20/2017
- Control Assent Form, dated on 06/20/2017
- Control Consent Form, dated 06/20/2017
- Consent Form, Juvenile, dated 06/20/2017
- Assent Form, dated 06/20/2017
- Juvenile Survey, w2-w5, submitted on 06/20/2017

This approval is limited to the activities described in the approved protocol and application. In accordance with this approval, general conditions for the conduct of research are attached.

For questions concerning this approval, contact Deb Penney at 254-710-3708 or [Debbie\\_Penney@Baylor.edu](mailto:Debbie_Penney@Baylor.edu)

Sincerely,

David W. Schlueter, Ph.D.  
Chair, Baylor IRB

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OFFICE OF THE VICE PROVOST FOR RESEARCH

### **General Conditions of Approval and Investigator Responsibilities**

- The principal investigator (PI) is responsible for personally conducting or supervising the conduct of the research and for protecting the rights, safety, and welfare of the enrolled subjects. All human-subjects research must be conducted in an ethical manner and in accordance with all federal, state, and local laws and regulations, institutional policies, and requirements or determinations of the IRB.
- The PI should have a plan for supervision and oversight of the research. The PI may delegate study-related tasks to research personnel qualified by training and experience to perform the delegated tasks, but must adequately supervise personnel to whom tasks are delegated.
- The PI or another specific qualified individual must be available to subjects to answer questions or provide care during the research.
- The research should not be initiated without adequate resources and should be stopped if the necessary resources become unavailable. These resources might include research personnel, space, equipment, time, and availability of medical or psychological care for problems that arise during participation in the research.
- The PI must ensure that:
  - IRB approval is obtained prior to initiation of the research;
  - The research is conducted in accordance with the IRB-approved protocol, including, when applicable, the approved recruitment and consent procedures;
  - When informed consent is required, informed consent is obtained prior to the initiation of any study-related procedures and documented using the current IRB-approved research consent form;
  - When FDA-regulated products are being investigated or used, they are managed and controlled as required by institutional policy and FDA regulations;
  - Changes to the IRB-approved protocol and/or the research consent form are not initiated without IRB approval unless necessary to eliminate apparent immediate hazards to the subject;
  - Unanticipated problems involving risks to subjects or others (including adverse events) are reported promptly to the IRB;
  - When applicable, Data and Safety Monitoring Board/Data Monitoring Committee or other monitoring group reports are submitted promptly to the IRB for review;
  - Continuing review is conducted prior to expiration of IRB approval;
  - Should IRB approval lapse, research procedures, such as recruitment and enrollment of subjects, study procedures on currently enrolled subjects, review of health/medical records, collection of tissue or other samples, or analysis of data, are not conducted until the IRB re-approves the research or until special permission is obtained from the IRB to continue previously enrolled subjects because it is in their best interests to do so;
  - When the research has been completed or is being closed out prior to completion, a Research Closure Form is submitted to the IRB;
  - Adequate and accurate research records are kept and retained as required by the IRB and, when applicable, by the sponsor or FDA; and
  - Research records are made available to the IRB, the Office of the Vice Provost for Research, the sponsor, and when applicable, the Office for Human Research Protections (OHRP), and the Food and Drug Administration (FDA) upon request for monitoring and oversight of the research.



### Research and Analytical Testing System (RATS)-Questionnaire

Dallas County Juvenile Department submits the questionnaire information to the Texas Juvenile Justice Department's Research and Analytical Testing System (RATS). RATS is designed to gather information on research projects being conducted on or with children under the jurisdiction of juvenile probation departments around the state. The reporting of this information is required under Chapter 141 of the Human Resources Code, Section 141.0486.

#### **RESEARCH INFORMATION:**

Principal Researcher Name: Sung Joon Jang

*Enter the first and last name of the person primarily responsible for the research being conducted by or in your department. Although there may be more than one person conducting research, enter only the primary or lead researcher.*

Title of Principal Researcher: Research Professor of Criminology, Institute for Studies of Religion, Baylor University

*Enter the title of the principal (lead) researcher. For researchers working through a university, please include the university department as well as the person's title. Example: Professor, Dept of Sociology*

Research Project Name: Baylor Study of One Heart – Texas Mentoring Initiative

*Enter the official name of the project. If an Institutional Review Board (IRB) has approved the project, this name should match title of the project approved by the Board*

Sponsoring Entity: Baylor University

*Enter the name of the entity responsible for the research. This may or may not be the entity funding the project. For instance, if a university has received federal funding to conduct a project involving juvenile offenders, the sponsoring entity for the project would be the university, not the federal government*

Type of Study:

<input type="checkbox"/> Medical	<input type="checkbox"/> Pharmaceutical
<input type="checkbox"/> Psychological	<input checked="" type="checkbox"/> Social
<input type="checkbox"/> Other: _____	

*Select the one most appropriate type of study. If you choose "other" please specify the type of study in the box provided.*

Number of Juveniles involved in the study: 100

*Enter the number of juveniles involved in the study. "Involved" means those individuals that are participants in or subjects of the study.*

Location of Juvenile involved:

<input checked="" type="checkbox"/> Detention	<input checked="" type="checkbox"/> Non-secure Placement
<input type="checkbox"/> JJAEP	<input checked="" type="checkbox"/> Secure Placement
<input checked="" type="checkbox"/> Probation Department	
<input type="checkbox"/> Other: _____	

*Indicate all of the locations where juveniles involved with the study will participate. If you choose "other" please specify the location in the box provided.*

Type of Contact:

<input type="checkbox"/> Direct Contact with Juveniles by Researcher
<input checked="" type="checkbox"/> Direct Contact with Juveniles by Officers/Staff
<input checked="" type="checkbox"/> Collection of Juvenile Data Records

*Indicate all the types of contact that will occur with the juveniles. Direct contact is face to face or other physical contact and includes the observation of participating juveniles. Contact may be made by the researcher and/or department staff assisting the researcher. If staff are involved in the collection of*



information for the researcher, select the "direct contact with juveniles by staff". (For instance, if staff are administering a survey to juveniles under their supervision.) If the research project involves gathering data from the paper files of the juvenile and/or gathering electronic data, select "collection of juvenile data records".

IRB Number: 1054340

All research projects which involve direct contact with juveniles or the collection of juvenile data records should have been approved by an Institutional Review Board (IRB). Approval by an IRB ensures that the methodology of the research project provides adequate protections for the health and safety and / or confidentiality of the study participants. The IRB number can be found on the IRB approval form. The number may be on the approval form as the "protocol number".

IRB Approving Entity: Baylor University, Office of the Vice Provost for Research

Enter the name of the Entity approving the IRB. For university Institutional Review Boards please enter the name of the university as well as the department or office where the Board is housed. Example: University of North, Office of Research Compliance.

PROJECT DATES October 1, 2017 – September 30, 2022

Enter the scheduled or planned date. If any of the dates' changes, the date may be revised to indicate the most current information available on the project's schedule.

Project Begin Date: October 1, 2017

Enter the date the project is scheduled to begin.

Data Collection Begin Date: October 1, 2017

Enter the date data collection is scheduled to begin.

Data Collection End Date: September 30, 2020

Enter the date data collection is scheduled to end.

Project Completion Date: September 30, 2022

Enter the date the project will be completed. Complete means that all data collection, analysis and reporting have been finished.

**Office use only:**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

**B. Nondiscrimination Authorities**

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

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

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

*E. Enforcement*

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

Contractor's Full Name: SUNG JOON JANG

SungJoonJang  
Signature, Authorized Representative of Contractor

8/15/2017  
Date

Research Professor  
Title



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**

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**Pertinent Nondiscrimination Authorities:**

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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);
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- 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));

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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:

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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: Byron Roger Johnson

Byron R. Johnson  
Signature, Authorized Representative of Contractor

8-15-2017  
Date

Professor  
Title

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX

**DATE:** September 25, 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 25th day of September, 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 Department is constantly searching for ways to review and improve strategies and techniques. As such, the Research Review Committee reviewed and approved the submitted proposal on September 7, 2017, and Sung Joon Jang, Ph.D., Principal Researcher at Baylor University. The committee members are Mr. Christian Yost, Manager of Research and Statistics, Dr. John Pita, Chief Psychologist, Mr. Rudy Acosta, Deputy of Probation Services, Mrs. Leslie Gipson, Deputy of Administrative-Executive Services, and Ms. Carmen Williams, Manager of Budget Services. It was then forwarded to Dr. Terry Smith and Mr. Bill Edwards on September 8, 2017, for approval. The purpose of this brief is to request approval to participate in the One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County; and

**WHEREAS,** Heart of a Champion, a Texas non-profit corporation DBA One Heart Project (OHP), was founded in 1997 and has a 20-year history of positively impacting underserved and at-risk youth by producing attitudinal and behavioral change in youth attending public and private schools, after-school outlets, and juvenile justice facilities. Heart of a Champion has developed the Texas Mentoring Initiative (TMI), to impact youthful offenders throughout the state of Texas. The mission of OHP is to rescue and restore children in the juvenile justice system and provide them with the necessary tools, skills and relationships to realize a true second chance. Youth involved in Dallas County residential programs, as well as under probation supervision in the community, and in the age range of 13-19 years old, qualify as a target population; and

**WHEREAS,** One Heart believes that while reducing recidivism is important, there also exists a need to establish a relational infrastructure of mentoring for building healthy relationships that start during the arrest period and last for a minimum of three years post release; and

**WHEREAS,** the TMI Program components include: Redirection, Reentry, Best Setting, and Research & Impact; and

**WHEREAS,** Baylor University will conduct a study of the One Heart - Texas Mentoring Initiative. The primary goal of this study is to examine pro-social outcomes of mentoring. The study seeks to: 1) examine the effects of the One Heart - Texas Mentoring Initiative on beliefs, attitudes, and behaviors of youthful offenders, testing whether participation in the program increases positive outcomes (e.g., pro-social behaviors, education, employment, mental health) and decreases negative outcomes (e.g., institutional violations, drug use, and recidivism) over time, and 2) identify factors



that contribute to anticipated changes by examining whether the changes are attributable not only to the nine core values of curricular training and other pro-social characteristics (e.g., forgiveness, humility, and gratitude) but also transformation in the youth's self-identity of existential (e.g., meaning and purpose in life), cognitive, and emotional dimensions; and

**WHEREAS,** through the administration of a voluntary participation survey to youth age 13 – 17, at the initial entry into one of the Dallas County Juvenile Department's internal placement facilities, participants will be selected by the One Heart – Texas Mentoring Initiative program. The survey will be administered by the Dallas County Juvenile Department Psychology staff. At no point will the One Heart staff or the mentors administer a survey, nor will they know which youth is connected to a particular survey at the time of selection. All surveys will be de-identified by the Dallas County Juvenile Department Research Manager. One Heart – Texas Mentoring Initiative is seeking a pool of 100 youth of which 50 youth will be randomly assigned to the control group and the other 50 will be randomly assigned to the treatment group. Each youth in the treatment group will be assigned a mentor provided by One Heart – Texas Mentoring Initiative; and

**WHEREAS,** during a 3-year time frame, the treatment group will be administered five surveys: Pre-test, post-test, and three follow-up surveys; the control group will only be administered the pre-test and post-test surveys. The Baylor researchers will utilize the surveys, along with secondary electronically extracted data, regarding both the treatment and control groups, over a three year period, from October 1, 2017 – September 30, 2020, to examine the effectiveness of One Heart - TMI based on the following factors:

- Background: race, ethnicity, sex, previous number of referrals to the Department, previous number of detentions, previous number of placements, number of siblings, family type (lives with both parents, lives with one parent, etc.), physical abuse history (yes/no/suspected), emotional abuse history (yes/no/suspected), sexual abuse history (yes/no/suspected)
- Current: age at start of program, offense type related to current placement/supervision, current program types (if any);
- Recidivism: offense type of any new referral (including violations of probation), time from program start to new referral, disposition of new referral; and

**WHEREAS,** the answers to these questions will provide clarity to the Department's vision and goals:

- What effect does mentoring have on the beliefs, attitudes and behaviors of youthful offenders?
- What factors contribute to changes in the beliefs, attitudes and behaviors of youthful offenders as it relates to mentoring?; and



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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Memorandum of Understanding between the Dallas County Juvenile Department and Heart of a Champion, and participation in the Baylor Study of One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:** September 25, 2017

**To:** Dallas County Juvenile Board

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

**Subject:** Approval of Memorandum of Understanding between North Texas Alliance to Reduce Teen Pregnancy (Project NTARuPT) in collaboration with Planned Parenthood of Greater Texas and Dallas County Juvenile Department

**Background of Issue:**

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

The purpose of this brief is to request approval of the Memorandum of Understanding (MOU) with Project NTARuPT in collaboration with PPGT and Dallas County Juvenile Department.

**Impact on Operations and Maintenance:**

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

**Strategic Plan Compliance:**

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

**Legal Information:**

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

**Financial Impact/Considerations:**

Project NTARuPT in collaboration with PPGT will provide the service at no cost to the County.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

This agreement is from October 1, 2017 to September 30, 2018. Project NTARuPT in collaboration with PPGT will provide groups as scheduled by the Dallas County Juvenile Department in the Dr. Jerome McNeil Jr. Detention Center.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's MOU with Project NTARuPT in collaboration with PPGT from October 1, 2017 to September 30, 2018.

**Recommended by:**



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



## MEMORANDUM OF UNDERSTANDING (MOU)

Between  
Project Ntarupt  
And

Dallas County Juvenile Department

This is an agreement between the Dallas County Juvenile Department, hereinafter Partner Agency and Planned Parenthood of Greater Texas, Project Ntarupt Grant Partner.

### I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the collaboration and partnership by Project Ntarupt and Planned Parenthood of Greater Texas in the delivery of evidence-based reproductive health education programs and collaborative efforts to connect teens with health care and other relevant services. This project seeks to educate youth and parents in an effort to reduce teen pregnancy in North Texas and enable youth to protect their health, their economic futures, emotional lives, and improve the quality of life for children, families, and communities.

### II. BACKGROUND

Project Ntarupt is funded by the United States Department of Health and Human Services Office of Adolescent Health to replicate evidence-based teen pregnancy prevention programs to scale in communities with the greatest need. The program covers 75203, 75212, 75215, 75216, 75220 and special populations.

Project Ntarupt utilizes three different evidence-based education programs with eligible clients:

- *Be Proud! Be Responsible!* for youth ages 14 and up (negotiable), or another evidence-based, medically accurate pregnancy prevention program that is best suited for teens at the Dallas County Juvenile Department.
- *Families Talking Together*, delivered to parents of youth ages 10-14.
- *Making Proud Choices! for Youth in Out of Home Care*, for youth ages 14 and up (negotiable), or another evidence-based, medically accurate pregnancy prevention program that is best suited for teens at the Dallas County Juvenile Department.

### III. RESPONSIBILITIES UNDER THIS MOU



**Project Ntarupt, through grant partner Planned Parenthood of Greater Texas shall undertake the following activities:**

1. Provide trained facilitators from Planned Parenthood of Greater Texas or another Project Ntarupt partner to provide evidence-based teen pregnancy prevention education with Dallas County Juvenile Detention Department parent/guardians and/or youth including, but not limited to, the curricula listed in Part II above during the term of this agreement.
2. Provide participants with referrals to health care and other relevant services.
3. The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement or agreement, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award if applicable.

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

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

**Dallas County Juvenile Department shall undertake the following activities:**

1. Promote the educational opportunities to Dallas County Juvenile Department parent and/or youth clients.
2. Support Project Ntarupt by providing facilities, equipment, and basic supplies needed to deliver the activities.
3. Facilitate the gathering of required parent and/or participant permission slips, as applicable.
4. Provide health care and other relevant services and/or referrals, as applicable.



5. Partner Agency estimates that it can provide 500 participants per year for one or more programs.
6. Be fully informed in regard to programming materials, including but not limited to: condom demonstration in BPBR/MPC, discussion of contraception (including condoms) in all curricula, and discussion of sexually transmitted infections in all curricula.

This MOU *does not* provide for the exchange of funds between the two parties.

#### **IV. RECORD RETENTION/CONFIDENTIALITY**

Project Ntarupt shall maintain all program-related records at their site for a period of three years.

Participants in the programs will be given private identifiers to track their outcomes for evaluation. Their identities will be not be kept or disclosed.

#### **V. LIABILITY DISCLAIMER**

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

#### **VI. SAFE SPACE POLICY**

Project Ntarupt is committed to creating a safe learning environment for program participants, partner agencies and health education staff. In the interest of creating a safe space, all partner agencies must:

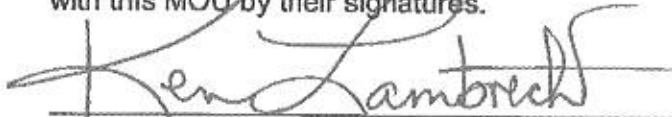
- Assign at least one (1) staff member to remain with the participants during all Project Ntarupt-led sessions. Partner agency staff will manage behavioral concerns that may arise with participants during the session.

- Allow guests to observe the presentation only with prior approval from both Project Ntarupt and the partner agency. Notice will be given to Project Ntarupt staff at least three (3) days in advance.
- Prohibit recording devices like cell phones and cameras. Such devices must be turned off and put away during each session.
- Provide partner agency emergency protocols to Project Ntarupt health education staff if requested.
- ☐ I confirm I have read and agree to Project Ntarupt's Safe Space Policy.
- ☐ I agree to share this policy with the partnering agency's staff assigned to attend sessions led by Project Ntarupt.

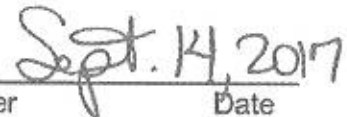
## VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Planned Parenthood of Greater Texas, Project Ntarupt partner and Dallas County Juvenile Department authorized officials. It shall be in force from October 1, 2017 to September 30, 2018.

Project Ntarupt Partner and Dallas County Juvenile Department indicate agreement with this MOU by their signatures.



Planned Parenthood of Greater Dallas, Project Ntarupt Partner  
Ken S. Lambrecht, President & CEO

 Sept. 14, 2017  
Date

\_\_\_\_\_  
Dallas County Juvenile Department, Partner Agency Director  
Dr. Terry Smith, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dallas County Juvenile Department  
Judge Cheryl L. Shannon, Chairman, Dallas County Juvenile Board

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Project Ntarupt is funded through Cooperative Agreement 6 TP1AH000094-01-01 between the Department of Health and Human Services, Office of Adolescent Health, and the Dallas Foundation. All views expressed are solely those of the author(s).

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx

**DATE:** September 25, 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 25th day of September 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,** for many years the Dallas County Juvenile Department has been invested in ensuring that all youth receive the proper knowledge and education in relevant health care services that would allow them to make healthy choices and decisions that may lead to a better lifestyle; and

**WHEREAS,** during their stay in the Dr. Jerome McNeil Jr. Juvenile Detention Center, the youth are exposed to and involved in programs emphasizing educational activities, recreational programming, independent living, emotional and social skills; and

**WHEREAS,** one of those programs is the North Texas Alliance to Reduce Teen Pregnancy (Project NTARuPT) in collaboration with Planned Parenthood of Greater Texas (PPGT); and

**WHEREAS,** the goal of the program is to educate youth and parents in an effort to reduce teen pregnancy in North Texas and enable youth to protect their health, their economic futures, emotional lives and to improve the quality of life for children, families, and communities; and

**WHEREAS,** the after-school Teen Pregnancy classes will take place in the Dr. Jerome McNeil Jr. Juvenile Detention Centers multi-purpose rooms on each unit and PPGT will provide 3-4 educators with classes being conducted 1 hour in length for two weeks at a time; and

**WHEREAS,** the Juvenile Department recommends approval of the MOU with Project NTARuPT in collaboration with PPGT from October 1, 2017 to September 30, 2018; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the MOU with Project NTARuPT in collaboration with PPGT from October 1, 2017 to September 30, 2018.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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, Chair  
Dallas County Juvenile Board



# ACTION ITEM

## J.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Ratification of Contract with Jewish Family Services of Greater Dallas for Fiscal Year 2018

**Background of Issue:**

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

The FVIP grant program is designed to divert 50 youth annually who are referred to the Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system and provide a wraparound intervention program for these youth and their families. The Dallas County Commissioners Court was initially briefed and gave approval on October 30, 2012 (Order No. 2012-1833), regarding the Juvenile Department's recommendation for a contract agreement with the Jewish Family Services of Greater Dallas (JFS) to provide for this grant a Licensed Professional Counselor (LPC)/Licensed Clinical Social Worker (LCSW). This position will offer clinical interventions with youth and families and connect them with additional community resources. On February 22, 2016, the Dallas County Juvenile Board approved submitting a grant application to CJD, for continuation funding for this program. On March 15, 2016, the Dallas County Commissioners Court approved submitting a grant application to CJD, for continuation funding for this program (Order No. 2016-0360). The purpose of this briefing is to recommend the Dallas County Juvenile Board ratify the contract with the Jewish Family Services of Greater Dallas for FY2018 for \$81,340. The proposed new agreement term ends August 31, 2018.

**Impact on Operations and Maintenance:**

Case processing and management of this program is through the Intake Unit staff. Youth and families meet with an assigned LPC/LCSW who provides initial in-depth clinical assessments, and ongoing individual and family counseling in order to address familial violence. An assigned case manager connects them with community resources to assist in needed areas such as: transportation, financial assistance, food, employment services and housing. Services are provided as long as deemed necessary. Since the program began in the fall of 2012, 213 youth have successfully completed the program. As of September 6, 2017, the recidivism rate for post six months is 8.1%, 13.7% for one year, 19.1% for eighteen months, 19.7% for two years, and 23.1% for three years.

**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.

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



**Legal Information:**

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

**Financial Impact/Considerations:**

The amount of the grant award for FY2018 is \$83,986.22. Grant funding is to continue paying for a full-time LPC/LCSW. The grant also provides funding for the use of a cell phone for the LPC/LCSW and mileage reimbursement for the LPC/LCSW to travel throughout the county to provide services. The total payment to JFS will not exceed \$81,340.00. The services for payment are outlined in the agreement. In FY2018 the grant will also pay for office supplies for the juvenile probation officer and art supplies for the juvenile to utilize during the therapeutic process, which will be purchased with the remaining funds. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

JFS currently provides the contracted services. If the contract for FY2018 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2018.

**Recommendation:**

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

**Recommended by:**



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

THE STATE OF TEXAS                   §  
  §  
  §  
THE COUNTY OF DALLAS               §

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**DALLAS COUNTY  
("County")**

**and**

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

**1. PURPOSE:**

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

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

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

The goal of the Family Violence Intervention Program (Family VIP) is to divert fifty (50) youth who are deferred to the Dallas County Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system to a deferred prosecution treatment program and who have been referred for a first time misdemeanor family violence incident.

- A. **ACTIVITIES:** A total of 50 youth will be diverted from the probation system and provided comprehensive treatment services for prevention and intervention of family violence. Services will be provided to the entire family and for as long as needed. Services will begin with a clinical assessment of the family situation to include; all possible contributing stressors that might have contributed to the incident, the family will be provided individual and family counseling to improve family communications and general mental health. Additional community resources will be coordinated through a Case Manager and bus passes will be provided to assist with transporting families to services as needed.

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

- B. Funding from this grant will only pay Contractor for: Contracted services for the following: Therapist/Counselor with professional certification (LPC/LCSW) with a Master's degree in Psychology or Social work; LCSW is preferred. This will be a yearly salary of \$78,440. Reimbursement for LPC/LCSW to travel and work with families at Dallas-area probation offices is a total of \$2,500. The LPC/LCSW will use a cell phone in order to communicate with families and program support staff to fulfill job and program requirements. Cost for cell phone and "pay as you go" minute plan should not exceed \$400 for the grant period. A Contractor must submit mileage reports monthly for reimbursement in an approved format by the County within timeframes as described in Section 3. E. Payment will not exceed \$81,340.00.

## **2. TERM:**

The term of this Contract shall be from September 1, 2017 to August 31, 2018.

## **3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:**

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

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services described herein in accordance with the Office of the Governor, Criminal Justice Grant FY2017.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$81,340.00 for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$81,340.00) without following the procedures

described in this subsection. County shall not pay for any services that would cause the amounts payable for the services described herein to exceed the maximum amount payable of (\$81,340.00) without a formal written amendment approved by the Commissioners Court and/or an Order evidencing such.

- (c) County's payment will be four quarterly installments of Twenty Thousand, Three Hundred Thirty Five Dollars (\$20,335) each.
- (d) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (e) Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate documentation in an approved format as required by the County, by the 20th day following the last day of the month in which the service is provided.
- (f) Contractor's invoices shall be fully documented in accordance with specifications.
- (g) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules, regulations, and grant as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (h) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (i) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (j) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (k) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.
- (l) As a non-federal entity, Contractor, agrees to remain compliant with 2 CFR section 180.300, and confirms that Contractor is not suspended or debarred or otherwise excluded from participating in this transaction. Contractor agrees that Dallas County may collect certification at any time.



#### 4. REPORTING AND ACCOUNTABILITY:

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

destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.

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

Geographic Area: Dallas County

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

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

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

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

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

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

##### **5. CONFIDENTIALITY:**

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



the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

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

#### **6. CONFIDENTIAL OR PROPRIETARY MARKING:**

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

#### **7. INDEMNIFICATION:**

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

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR

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

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

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

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

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

#### **8. INSURANCE:**

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

**1. The following minimum insurance coverage is required:**

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

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

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

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

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay



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

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

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

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



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

#### **20. NONPERFORMANCE:**

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

#### **21. SUSPENSION:**

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

#### **22. TERMINATION:**

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving

thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, County will reimburse Contractor for non-cancelled obligations that were incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Contractor under this Agreement and any and all County data, documents and information in Contractor's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

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

key employees; and/or

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

**24. NOTICE:**

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

**TO COUNTY:**

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

**TO CONTRACTOR:**

Jewish Family Services of Greater Dallas, Inc.  
5402 Arapaho Road  
Dallas, Texas 75247

**25. SEVERABILITY:**

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

**26. SOVEREIGN IMMUNITY:**

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

**27. COMPLIANCE WITH LAWS:**

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

**28. GOVERNING LAW AND VENUE:**

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

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

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

**30. THIRD PARTIES:**

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

**31. ASSIGNMENT:**

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

**32. CONTRA PROFERENTUM:**

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

**33. ENTIRE AGREEMENT:**

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

**34. BINDING EFFECT:**

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

**35. REMEDIES/WAIVER OF BREACH:**

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



**36. FEDERAL FUNDED PROJECT:**

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

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

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

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

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

**39. FISCAL FUNDING CLAUSE:**

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

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

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



#### **41. INDEPENDENT CONTRACTOR:**

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

#### **42. SUBCONTRACTING:**

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

#### **43. ASSURANCES:**

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

nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

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

Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**

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

#### **44. PROMPT PAYMENT ACT:**

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

#### **45. TRANSITION SERVICES REQUIRED OF CONTRACTOR:**

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

**46. SIGNATORY WARRANTY:**

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

**47. ACCEPTANCES:**


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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**DALLAS COUNTY:**

\_\_\_\_\_  
BY: Clay Jenkins  
Dallas County Judge

**CONTRACTOR:**

  
\_\_\_\_\_  
BY: Steve Banta/CEO  
Jewish Family Services of Greater Dallas, Inc.

**DALLAS COUNTY JUVENILE BOARD**

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman

**RECOMMENDED:**

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

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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



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

**B. Nondiscrimination Authorities**

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

**Pertinent Nondiscrimination Authorities:**

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

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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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


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

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

*E. Enforcement*

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

Contractor's Full Name: JEWISH FAMILY SERVICE of DALLAS, INC

  
Signature, Authorized Representative of Contractor

8/25/17  
Date

CEO  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Jewish Family Service of Dallas, Inc  
Dallas, TX United States

Certificate Number:  
2017-254210

Date Filed:  
08/25/2017

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

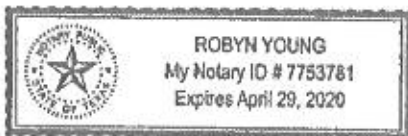
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
JB-43  
Family Violence Intervention Program (Family VIP)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jewish Family Service of Dallas, Inc.	Dallas, TX United States	X	

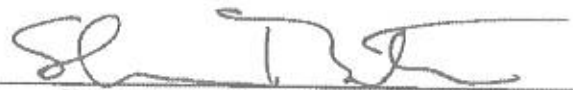
5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

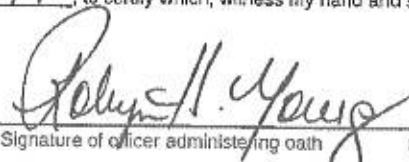
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said STEVE BANTA, CEO, this the 25<sup>th</sup> day of August, 2017, to certify which, witness my hand and seal of office.

 ROBYN H. YOUNG Office Manager  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX

**DATE:** September 25, 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 25<sup>th</sup> day of September 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 September 8, 2015, the Juvenile Department was awarded grant funding in the amount of \$83,986.22 from the Office of the Governor, Criminal Justice Division (CJD) for the Family Violence Intervention Program (FVIP) for FY2016. This grant program is renewed annually for a three-year grant cycle. This is the third and final year of the three-year grant cycle for this program and the program; and

**WHEREAS,** the FVIP grant program is designed to divert 50 youth annually who are referred to the Juvenile Department for misdemeanor assault/family violence offenses from the formalized court system and provide a wraparound intervention program for these youth and their families. The Dallas County Commissioners Court was initially briefed and gave approval on October 30, 2012 (Order No. 2012-1833), regarding the Juvenile Department's recommendation for a contract agreement with the Jewish Family Services of Greater Dallas (JFS) to provide for this grant a Licensed Professional Counselor (LPC)/Licensed Clinical Social Worker (LCSW). This position will offer clinical interventions with youth and families and connect them with additional community resources. On February 22, 2016, the Dallas County Juvenile Board approved submitting a grant application to CJD, for continuation funding for this program. On March 15, 2016, the Dallas County Commissioners Court approved submitting a grant application to CJD, for continuation funding for this program (Order No. 2016-0360). The Juvenile Department recommends the Dallas County Juvenile Board ratifies the contract with the Jewish Family Services of Greater Dallas for FY2018 for \$81,340. The proposed new agreement term ends August 31, 2018; and

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



transportation, financial assistance, food, employment services and housing. Services are provided as long as deemed necessary. Since the program began in the fall of 2012, 213 youth have successfully completed the program. As of September 6, 2017, the recidivism rate for post six months is 8/1%, 13.7% for one year, 19.1% for eighteen months, 19.7% for two years, and 23.1% for three years; and

**WHEREAS,** the amount of the grant award for FY 2018 is \$83,986.22. Grant funding is to continue paying for a full time LPC/LCSW. The grant also provides funding for the use of a cell phone for the LPC/LCSW and mileage reimbursement for the LPC/LCSW to travel throughout the county to provide services. The total payment to JFS will not exceed \$81,340.00. The services for payment are outlined in the agreement. In FY2018 the grant will also pay for office supplies for the juvenile probation officer and art supplies for the juvenile to utilize during the therapeutic process, which will be purchased with the remaining funds. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and

**WHEREAS,** JFS currently provides the contracted services. If the contract for FY2018 is approved, services will continue without interruption. The funding will conclude with the State of Texas fiscal year on August 31, 2018; and

**WHEREAS,** the contract with the Jewish Family Services of Greater Dallas has been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The signature of the Dallas County Judge is required on the contract; and

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

**WHEREAS,** semi-annual performance reports are submitted to CJD that track demographics, program activities, strategies and performance outcomes.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the contract with Jewish Family Service for the Family Violence Intervention Program.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## K.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017

**To:** Dallas County Juvenile Board

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

**Subject:** Juvenile Processing Offices – Dallas County Schools Police Department, Dallas Independent School District Police Department, DeSoto Police Department, Grand Prairie Police Department, and Wilmer Police Department.

**Background of the Issue:**

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

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

**Impact on Operations and Maintenance:**

***Dallas County Schools Police Department***

The Dallas County Schools Police Department room 16, located at 8035 E R.L. Thornton Freeway, suite 111, Dallas, TX 75228, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on November 28, 2016.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Dallas County Schools Police Department, Juvenile Processing office, was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage.

The Dallas County Schools Police Department is responsible for matters requiring law enforcement intervention on all Dallas County buses and currently has an Interlocal Agreement contract with the Duncanville Independent School District (DVISD) and Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services – also known as School Resource Officer (SRO). The following schools have been designated as Juvenile Processing Offices for Dallas County Schools Police Department.

The Dallas County Schools Police Department - DVISD Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 22, 2016. In response to the Juvenile

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



Department's commitment to review all previously approved Juvenile Processing Offices bi-annually; Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

The Dallas County Schools Police Department - - DVISD Duncanville High School campus rooms B167, B167B, L105 L105B, J112, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on November 28, 2016.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

The Dallas County Schools Police Department- DVISD Kennemer Middle School campus room labeled as "Certified Juvenile Processing Center", located at 7101 W. Wheatland Rd. Dallas, Texas 75249, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on November 28, 2016.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Kennemer Middle School, Juvenile Processing Center, was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage.

The Dallas County Schools Police Department - DVISD Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 22, 2016.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

The Dallas County Schools Police Department - CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on November 28, 2016.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Barbara Bush Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center".

The Dallas County Schools Police Department - CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063, was previously designated as a Juvenile Processing Office by this Department and the Dallas County Juvenile Board August 24, 2015.



In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Ranch View High School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Juvenile Processing Center".

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

In calendar year 2016, The Dallas County Schools Police Department referred 70 juveniles to the Dallas County Juvenile Department. Of the 70 referrals, 28 (40%) were Hispanic, 35 (50%) were Black, and 7 (10%) were White. Of the 70 referrals, 46 (65.7%) were male and 24 (34.3%) were female.

#### ***The Dallas Independent School District Police Department***

The Dallas Independent School District Police Department's Holding Room A, Holding Room B, Report Room, and Shift Briefing Room, located at 1402 Seegar Street, Dallas, TX 75215 was previously designated as approved Juvenile Processing Offices on October 26, 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 bi-annually, the Dallas Independent School District Police Department was personally inspected by Rudy Acosta, Deputy Director of Probation Services on August 31, 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, Communications Manager Wilford Davis, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Dallas Independent School District Police Department referred 224 juveniles to the Dallas County Juvenile Department. Of the 224 referrals, 125 (55.8%) were Hispanic, 94 (42.0%) were Black, and 5 (2.2%) were White. Of the 224 referrals, 176 (78.6%) were male and 48 (21.4%) were female.

#### ***DeSoto Police Department***

The DeSoto Police Department, room labeled Juvenile Special Investigations and processing office, located at 714 E. Beltline Rd. DeSoto, TX 75115 was previously designated as approved Juvenile Processing Offices on November 24, 2014, by this Department and the Dallas County Juvenile Board.



In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the DeSoto Police Department was personally inspected by Roger Taylor, Probation Services Manager on August 17, 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, Detective Amanda Jay, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the DeSoto Police Department referred 23 juveniles to the Dallas County Juvenile Department. Of the 23 referrals, 1 (4.3%) were Hispanic, 20 (87%) were Black, and 2 (8.7%) were White. Of the 23 referrals, 18 (78.3%) were male and 5 (21.7%) were female.

#### ***Grand Prairie Police Department***

The Grand Prairie Police Department maintains Juvenile Processing Offices, Rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 located at 1525 Arkansas Lane, Grand Prairie, Texas 75052. The rooms were previously designated as approved Juvenile Processing Offices on September 28, 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 Grand Prairie Police Department's Juvenile Processing Offices located at 1525 Arkansas Lane, Grand Prairie, Texas 75052 were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 23, 2017. The site was determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage.

The Grand Prairie Police Department also maintains Juvenile Processing Offices located at the following campuses of the Grand Prairie Independent School District: Grand Prairie High School, South Grand Prairie High School, Dr. Vern Alexander Building, Grand Prairie Johnson DAEP, and Young Men's Leadership Academy at Kennedy Middle School. The rooms were previously designated as approved Juvenile Processing Offices on October 24, 2016, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Grand Prairie Police Department's Room 501 located at Grand Prairie High School, 101 High School Dr., Grand Prairie, Texas 75050 and Room A122 located at South Grand Prairie High School, 305 W. Warrior

Trail, Grand Prairie, Texas 75052 were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 23, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage.

The following Grand Prairie Police Department Juvenile Processing Offices were added:

South Grand Prairie High School, Room H254

305 W. Warrior Trail  
Grand Prairie, Texas 75052

Young Women's Leadership Academy at Arnold, Room 113  
1204 E. Marshall Dr.  
Grand Prairie, Texas 75052

The following Grand Prairie Police Department Juvenile Processing Offices were modified:

Previous Designation

South Grand Prairie High School  
Dr. Vern Alexander Bldg., Room 101E  
305 W. Warrior Trail  
Grand Prairie, Texas 75052

Grand Prairie Johnson DAEP, Room 13  
650 Stonewall Dr.  
Grand Prairie, TX 75052

Young Men's Leadership Academy  
at Kennedy Middle School, Room C110C  
2205 SE 4th Street  
Grand Prairie, Texas 75051

Current Designation

South Grand Prairie High School  
Dr. Vern Alexander Bldg., Room A110B  
305 W. Warrior Trail  
Grand Prairie, Texas 75052

Grand Prairie Johnson DAEP, Room 16  
650 Stonewall Dr.  
Grand Prairie, TX 75052

Young Men's Leadership Academy  
at Kennedy Middle School, Room B102  
2205 SE 4th Street  
Grand Prairie, Texas 75051

The additions and modifications to the Juvenile Processing Offices were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 23 and August 25, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated rooms were 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 representatives, Administrative Services Division Manager Teresa Coomes and Officers Edward Rahman, Chris Moore, Rayford Star, Adrian Gilmore, Louis Whittington, Brandon Darrough, and Takesha Dye, during the site visits. The training provided the Agency representative with information from Title 3 of the Texas Family Code §52.025, the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Grand Prairie Police Department referred 191 juveniles to the Dallas County Juvenile Department. Of the 191 referrals, 120 (62.8%) were Hispanic, 53 (27.7%) were Black, and 18 (9.4%) were White. Of the 191 referrals, 144 (75.4%) were male and 47 (24.6%) were female.

***Wilmer Police Department***

The Wilmer Police Department maintains Juvenile Processing Offices, Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, Texas 75172. The rooms were previously designated as approved Juvenile Processing Offices on September 28, 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 Wilmer Police Department's Juvenile Processing Offices were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 31, 2017. The site was determined to be suitable as Juvenile Processing Offices, and the designated rooms were 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. Eric Pon, 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 Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Wilmer Police Department referred 3 juveniles to the Dallas County Juvenile Department. Of the 3 referrals, 2 (66.7%) were Black and 1 (33.3%) was Hispanic. Of the 3 referrals, 2 (66.7%) were male and 1 (33.3%) was female.

**Strategic Plan Compliance:**

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

- (2) 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.
- (3) 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,
- (4) photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (5) 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,
- (6) required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (7) 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.
- (8) All administrative steps necessary subsequent to taking a child into custody.

**Recommendation:**

The Juvenile Department recommends the Juvenile Board approve the renewal of the Dallas County Schools Police Department Juvenile Processing Office room 16, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228; DVISD Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116; DVISD Duncanville High School campus rooms B167, B167B, L105 L105B, J112, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116; DVISD Kennemer Middle School campus room labeled as "Certified Juvenile Processing Center", located at 7101 W. Wheatland Rd. Dallas, Texas 75249; DVISD Reed Middle

School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116; CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 and CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as a designated Juvenile Processing Office.

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices, Holding Room A, Holding Room B, Report Room, and Shift Briefing Room, for the Dallas Independent School District Police Department located at 1402 Seegar Street, Dallas, Texas 75215.

The Juvenile Department recommends the Juvenile Board approve the DeSoto Police Department Juvenile Processing Office, labeled Juvenile Special Investigation and Processing Office, 714 E. Beltline Rd., Desoto, TX 75115.



The Juvenile Department also recommends the Juvenile Board approve the Grand Prairie Police Department's Juvenile Processing Offices, Rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 located at 1525 Arkansas Lane, Grand Prairie, Texas 75052; Room 501 located at Grand Prairie High School, 101 High School Dr., Grand Prairie, Texas 75050; and Room A122 located at South Grand Prairie High School, 305 W. Warrior Trail, Grand Prairie, Texas 75052.

The Juvenile Department also recommends the Juvenile Board approve the additions to the Grand Prairie Police Department's Juvenile Processing Offices, Room H254 located at South Grand Prairie High School, 305 W. Warrior Trail, Grand Prairie, Texas 75052; and Room 113 located at the Young Women's Leadership Academy, 1204 E. Marshall Dr., Grand Prairie, Texas 75052

The Juvenile Department also recommends the Juvenile Board approve the modifications to the Grand Prairie Police Department's Juvenile Processing Offices, Room A110B located at South Grand Prairie High School – Dr. Vern Alexander Bldg., Room 101E, 305 W. Warrior Trail, Grand Prairie, Texas 75052; Room 16 located at the Grand Prairie Johnson DAEP, 650 Stonewall Dr., Grand Prairie, Texas 75052; and Room B102 located at the Young Men's Leadership Academy at Kennedy Middle School, 2205 SE. 4th Street, Grand Prairie, Texas 75051.

The Juvenile Department also recommends the Juvenile Board approve the Wilmer Police Department's Juvenile Processing Offices, Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, Texas 75172.

**Recommended by:**

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



**JUVENILE PROCESSING OFFICE DESIGNATIONS  
DALLAS COUNTY JUVENILE BOARD  
(Revised 9/25/17)**

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

*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](mailto: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 28<sup>th</sup> 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

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*To assist referred youth in becoming productive,  
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*214-698-2200 Office*



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| <p>24) Duncanville High School<br/>                     “Juvenile Processing Center”<br/>                     Rooms L105, L105A, A118, B167 &amp; B167B, J112<br/>                     900 W. Camp Wisdom Rd.<br/>                     Duncanville, TX 75116<br/>                     Lt. Justin Essary (<a href="mailto:jessary@dcschools.com">jessary@dcschools.com</a>)<br/>                     972-915-6429</p> | <p>30) Glenn Heights Police Department<br/>                     Patrol- Squad Rm &amp; CID Office<br/>                     550 E. Bear Creek<br/>                     Glenn Heights, TX 75154<br/>                     Det. Gene Yates 972-223-1690x248<br/> <a href="mailto:Gene.yates@glennheightstx.gov">Gene.yates@glennheightstx.gov</a></p> |
| <p>25) Duncanville Kennemer Middle School<br/>                     Room labeled as “Juvenile Processing Center”<br/>                     7101 W. Wheatland Road<br/>                     Dallas, TX 75249<br/>                     Lt. Justin Essary (<a href="mailto:jessary@dcschools.com">jessary@dcschools.com</a>)<br/>                     972-915-6429</p>  | <p>31) South Grand Prairie High School<br/>                     Rooms A122 and H254<br/>                     301 W. Warrior Trail<br/>                     Grand Prairie, TX 75052<br/>                     Off. Chris Moore/Rayford Starr 972-522-2560</p>   |
| <p>26) Duncanville Police Department<br/>                     Juvenile Processing Room, located in Lobby<br/>                     203 E. Wheatland Road<br/>                     Duncanville, TX 75116<br/>                     Det. Kalef Jefferson 972-780-5037</p>  | <p>32) South Grand Prairie High School<br/>                     Dr. Vern Alexander Bldg., Room A110B<br/>                     305 W. Warrior Trail Grand Prairie, TX 75052<br/>                     Off. Brandon Darrough 214-707-2897</p>  |
| <p>27) Duncanville ISD - Reed Middle School<br/>                     “Juvenile Processing Center” Room # 115<br/>                     530 E. Freeman Road<br/>                     Duncanville, TX 75116<br/>                     Lt. Justin Essary 972-915-6429</p>   | <p>33) Grand Prairie High School<br/>                     Room 501<br/>                     101 High School Drive<br/>                     Grand Prairie, TX 75050<br/>                     Off. Edward Rahman 972-809-5707</p>   |
| <p>28) Farmers Branch Police Department<br/>                     Juvenile Sect Rm. /Rm. 156<br/>                     Interview Room 204<br/>                     3723 Valley View Ln.<br/>                     Farmers Branch, TX 75244<br/>                     Sgt. T. Eoff 972-919-9352</p>   | <p>34) Grand Prairie Johnson D.A.E.P.<br/>                     Room 16<br/>                     650 Stonewall Drive<br/>                     Grand Prairie, TX 75052<br/>                     Off. Louis Whittington 972-522-7007</p>   |
| <p>29) Garland Police Department<br/>                     Room J1008 &amp; J1015<br/>                     1900 W. State Street<br/>                     Garland, TX 75042<br/>                     Supervisor Don McDonald 972-485-4891</p>  | <p>35) Grand Prairie P.D.<br/>                     Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010<br/>                     &amp; 1029<br/>                     1525 Arkansas Lane<br/>                     Grand Prairie, TX 750502<br/>                     Manager Teresa Coomes 972-237-8746</p>  |

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| <p>36) Grand Prairie Young Men's Leadership Academy at Kennedy MS, Room B102<br/>2205 SE 4<sup>th</sup> Street<br/>Off. Adrian Gilmore 972-522-3688</p>   | <p>42) Lancaster ISD P.D.<br/>Elsie Robinson Middle School<br/>Juvenile Processing Room LISD Police #86<br/>822 W. Pleasant Run<br/>Office Keith Wilkerson 972-218-3086</p>                                    |
| <p>37) Grand Prairie Young Women's Leadership Academy at Arnold, Room 113<br/>1204 E. Marshall Dr.<br/>Grand Prairie, TX 75052<br/>Off. Takesha Dye 972-343-7498</p>  | <p>43) Lancaster ISD P.D.-Headquarters<br/>Juvenile Processing Room 603<br/>814 W. Pleasant Run Road<br/>Lancaster, TX 75134<br/>Chief Sam Allen 469-261-8889</p>  |
| <p>38) Highland Park Department of Public Safety<br/>Room 331 and Report Writing Room<br/>4700 Drexel Drive<br/>Dallas, TX 75205 and Dallas, TX 75209<br/>Detective Rusty Nance 214-559-9306</p>  | <p>44) Lancaster ISD P.D.-Lancaster High School<br/>'Juvenile Processing Office'<br/>Room G123, Police Office, Room C126A<br/>200 Wintergreen Rd.<br/>Lancaster, TX 75134<br/>Chief Sam Allen 469-261-8889</p> |
| <p>39) Hutchins Police Department<br/>Patrol/Briefing Room<br/>205 W. Hickman<br/>Hutchins, TX 75141<br/>Sgt. Frank Garcia 972-225-2225</p>   | <p>45) Lancaster P.D.<br/>Rooms A148 &amp; B122<br/>1650 North Dallas Avenue<br/>Lancaster, TX 75134<br/>Assistant Chief W.C. Smith 972-218-2726</p>   |
| <p>40) Irving Police Department<br/>Juvenile Holding Area, Interview Lineup<br/>Report Writing Room, Report Writing Room,<br/>Community services Division School Resource<br/>Office, Juvenile Intake Lobby &amp; Youth<br/>Investigators Office<br/>305 N. O'Connor Rd. Irving, TX 75061<br/>Lt. Monty Vincent 972-721-2456<br/>Lt. Byron Keyes 972-721-3610<br/>Invest. Jerry Sanderford 972-721-3731</p> | <p>46) Methodist Health System P.D.<br/>Front Lobby<br/>1441 N. Beckley Ave<br/>Dallas, TX 75203<br/>Sgt. Det. Mary Manzay 214-947-8802</p>  |
| <p>41) Irving Police Department<br/>Report Writing Room<br/>5992 Riverside Dr.<br/>Irving, TX 75039<br/>Lt. Monty Vincent 972-721-2456</p>  | <p>47) Mesquite Police Department<br/>Rooms 1016, 1019, 1021, 1022, 2008, 4045 &amp;<br/>4047<br/>777 North Galloway Avenue<br/>Mesquite, TX 75149<br/>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*

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|---|--|
| <p>48) Ranch View High School<br/>                     "Juvenile Processing Office" room C1314<br/>                     8401 Valley Ranch Parkway East<br/>                     Irving, Texas 75063<br/>                     Michael Huffman      972-968-5025</p>  | <p>55) UT Southwestern Medical Center Police Dept.<br/>                     Room BLC 214 &amp; BLC 228<br/>                     6303 Forest Park Road<br/>                     Dallas, TX 75390-9027<br/>                     Lt. Adam Jones      214-633-1633</p> |
| <p>49) Richardson P.D.<br/>                     Youth Crimes Unit/Rooms D-207, D208 &amp; D211<br/>                     140 North Greenville Avenue<br/>                     Richardson, TX 75081<br/>                     Sgt. Jaime Gerhart      972-744-4862</p>   | <p>56) Wilmer Police Department<br/>                     Warrant Room and Patrol Room<br/>                     219 E. Beltline Rd.<br/>                     Wilmer, TX 75172<br/>                     Lt. Eric Pon      972-441-6565</p>                           |
| <p>50) Rowlett Police Department<br/>                     Room 3, Juvenile Processing Room<br/>                     4401 Rowlett Road<br/>                     Rowlett, TX 75088<br/>                     Lt. David Nabors      972-412-6215<br/>                     Detective David Mayne      972-412-6292</p> |  |
| <p>51) Sachse Police Department<br/>                     Juvenile Division &amp; Youth Holding Area<br/>                     Rooms PS116 and PS118<br/>                     3815 Sachse Rd.<br/>                     Sachse, TX 75048<br/>                     Lt. Steve Norris      469-429-9823</p>             |  |
| <p>52) Seagoville Police Department<br/>                     Law Enforcement Center -<br/>                     Interview Room and Patrol Room<br/>                     600 North Highway 175<br/>                     Seagoville, TX 75159<br/>                     Manager Christine Dykes      972-287-6834</p> |  |
| <p>53) Southern Methodist University Police Dept.<br/>                     Briefing Room 214<br/>                     3128 Dyer Street Dallas, TX 75205<br/>                     Lt. Brian Kelly      214-768-1577</p>  |  |
| <p>54) University Park P.D.<br/>                     Room 215, 2<sup>nd</sup> Floor<br/>                     3800 University Boulevard<br/>                     Dallas, TX 75205<br/>                     Lieutenant John Ball      214-987-5360</p>  |  |

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

*214-698-2200 Office*



## JUVENILE BOARD ORDER

**ORDER NO:** 2017-xxx

**DATE:** September 25, 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 25th day of September, 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 for the Dallas County Schools Police Department; and

**WHEREAS,** the Dallas County Schools Police Department is responsible for matters requiring law enforcement intervention on all Dallas County buses and currently has an Interlocal Agreement contract with the Duncanville Independent School District (DVISD) and Carrollton-Farmers Branch Independent School District (CFBISD) in providing law enforcement services – also known as School Resource Officer (SRO). The following schools have been designated as Juvenile Processing Offices for Dallas County Schools Police Department; and

**WHEREAS,** the Dallas County Schools Police Department room 16, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228, was previously designated as an approved Juvenile Processing Office by the Juvenile Department and the Dallas County Juvenile Board on November 28, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Dallas County Schools Police Department, Juvenile Processing office, was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 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 Dallas County Schools Police Department - DVISD Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116 was previously designated as approved

Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 22, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Byrd Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center"; and

**WHEREAS,** the Dallas County Schools Police Department - - DVISD Duncanville High School campus rooms B167, B167B, L105 L105B, J112, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on November 28, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville High School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center"; and

**WHEREAS,** the Dallas County Schools Police Department- DVISD Kennemer Middle School campus room labeled as "Certified Juvenile Processing Center", located at 7101 W. Wheatland Rd. Dallas, Texas 75249, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on November 28, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Duncanville Kennemer Middle School, Juvenile Processing Center, was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 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 Dallas County Schools Police Department - DVISD Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116 was previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on August 22, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Reed Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center"; and

**WHEREAS,** Dallas County Schools Police Department - CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board on November 28, 2016. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Barbara Bush Middle School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Certified Juvenile Processing Center"; and

**WHEREAS,** the Dallas County Schools Police Department - CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063, was previously designated as a Juvenile Processing Office by this Department and the Dallas County Juvenile Board August 24,



2015. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Ranch View High School was personally inspected by Roger Taylor, Manager of Probation Services on August 31, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage as "Juvenile Processing Center; and

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

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the renewal of the Dallas County Schools Police Department Juvenile Processing Office room 16, located at 8035 E. R.L. Thornton Freeway, suite 111, Dallas, TX 75228; DVISD Byrd Middle School, room 200F, located at 1040 W. Wheatland Road, Duncanville, TX 75116; DVISD Duncanville High School campus rooms B167, B167B, L105 L105B, J112, located at 900 W. Camp Wisdom Rd., Duncanville, TX 75116; DVISD Kennemer Middle School campus room labeled as "Certified Juvenile Processing Center", located at 7101 W. Wheatland Rd. Dallas, Texas 75249; DVISD Reed Middle School, room 115, located at 530 E. Freeman Rd., Duncanville, TX 75116; CFBISD Barbara Bush Middle School, room D103, located at 515 Cowboy Parkway, Irving, TX 75063 and CFBISD Ranch View High School, room C1314, located at 8401 Valley Ranch Parkway East, Irving, Texas 75063 as a designated Juvenile Processing Offices.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** September 25, 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 25th day of September, 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 for the Dallas Independent School District Police Department; and
- WHEREAS,** the Dallas Independent School District Police Department maintains Juvenile Processing Offices, Holding Room A, Holding Room B, Report Room, and Shift Briefing Room located at 1402 Seegar Street., Dallas, Texas 75215. The rooms were previously designated as approved Juvenile Processing Offices on October 26, 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 Dallas Independent School District Police Department's Juvenile Processing Offices, Holding Room A, Holding Room B, Report Room, and Shift Briefing Room were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on August 31, 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 Dallas Independent School District 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 approves the Juvenile Processing Offices, Holding Room A, Holding Room B, Report Room, and Shift Briefing Room for the Dallas Independent School District Police Department located at 1402 Seegar Street., Dallas, Texas 75215.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



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**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx

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**STATE OF TEXAS** §

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Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

**WHEREAS,** the Juvenile Board of Dallas County previously approved Juvenile Processing sites for the DeSoto Police Department; and

**WHEREAS,** the DeSoto Police Department, room labeled Juvenile Special Investigations and Processing office, located at 714 E. Beltline Rd. Desoto, TX 75115 was previously designated as approved Juvenile Processing Offices on November 24, 2014, by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the DeSoto Police Department was personally inspected by Roger Taylor, Probation Services Manager on August 17, 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 DeSoto Police Department Juvenile Processing Offices comply with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the renewal of the DeSoto Police Department Juvenile Processing Office labeled , Juvenile Special Investigation and Processing Office, 714 E. Beltline Rd., Desoto, TX 75115.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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

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**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx

**DATE:** September 25, 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 25th day of September, 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 for the Grand Prairie Police Department; and

**WHEREAS,** the Grand Prairie Police Department maintains Juvenile Processing Offices, Rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 located at 1525 Arkansas Lane, Grand Prairie, Texas 75052. The rooms were previously designated as approved Juvenile Processing Offices on September 28, 2015, by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** the Grand Prairie Police Department also maintains Juvenile Processing Offices located at the following campuses of the Grand Prairie Independent School District: Grand Prairie High School, South Grand Prairie High School, Dr. Vern Alexander Building, Grand Prairie Johnson DAEP, and Young Men's Leadership Academy at Kennedy Middle School. The rooms were previously designated as approved Juvenile Processing Offices on October 24, 2016, by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** in response to the Juvenile Department’s commitment to review all previously approved Juvenile Processing Offices, the Grand Prairie Police Department’s Juvenile Processing Offices located at 1525 Arkansas Lane, Grand Prairie, Texas 75052; Room 501 located at Grand Prairie High School, 101 High School Dr., Grand Prairie, Texas 75050; and Room A122 located at South Grand Prairie High School, 305 W. Warrior Trail, Grand Prairie, Texas 75052 were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 23, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage; and

**WHEREAS,** the following Grand Prairie Police Department Juvenile Processing Offices were added:

South Grand Prairie High School, Room H254  
305 W. Warrior Trail  
Grand Prairie, Texas 75052

Young Women’s Leadership Academy at Arnold, Room 113  
1204 E. Marshall Dr.  
Grand Prairie, Texas 75052; and

**WHEREAS,** the following Grand Prairie Police Department Juvenile Processing Offices were modified:

Previous Designation

South Grand Prairie High School  
Dr. Vern Alexander Bldg., Room 101E  
305 W. Warrior Trail  
Grand Prairie, Texas 75052

Grand Prairie Johnson DAEP, Room 13  
650 Stonewall Dr.  
Grand Prairie, TX 75052

Young Men’s Leadership Academy  
at Kennedy Middle School, Room C110C  
2205 SE 4th Street  
Grand Prairie, Texas 75051

Current Designation

South Grand Prairie High School  
Dr. Vern Alexander Bldg., Room A110B  
305 W. Warrior Trail  
Grand Prairie, Texas 75052

Grand Prairie Johnson DAEP, Room 16  
650 Stonewall Dr.  
Grand Prairie, TX 75052

Young Men’s Leadership Academy  
at Kennedy Middle School, Room B102  
2205 SE 4th Street  
Grand Prairie, Texas 75051; and

**WHEREAS,** the Grand Prairie Police Department Juvenile Processing Offices comply with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and



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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Juvenile Processing Offices for the Grand Prairie Police Department, Rooms J1, J2, J3, J4, J5, J6, 1009, 1010, and 1029 located at 1525 Arkansas Lane, Grand Prairie, Texas 75052; Room 501 located at Grand Prairie High School, 101 High School Dr., Grand Prairie, Texas 75050; and Room A122 located at South Grand Prairie High School, 305 W. Warrior Trail, Grand Prairie, Texas 75052.

The Juvenile Board approves the additions to the Grand Prairie Police Department's Juvenile Processing Offices, Room H254 located at South Grand Prairie High School, 305 W. Warrior Trail, Grand Prairie, Texas 75052; and Room 113 located at the Young Women's Leadership Academy, 1204 E. Marshall Dr., Grand Prairie, Texas 75052.

The Juvenile Board approves the modifications to the Grand Prairie Police Department's Juvenile Processing Offices, Room A110B located at South Grand Prairie High School – Dr. Vern Alexander Bldg., Room 101E, 305 W. Warrior Trail, Grand Prairie, Texas 75052; Room 16 located at the Grand Prairie Johnson DAEP, 650 Stonewall Dr., Grand Prairie, Texas 75052; and Room B102 located at the Young Men's Leadership Academy at Kennedy Middle School, 2205 SE. 4th Street, Grand Prairie, Texas 75051.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



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**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** September 25, 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 25th day of September, 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 for the Wilmer Police Department; and
- WHEREAS,** the Wilmer Police Department maintains Juvenile Processing Offices, Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, Texas 75172. The rooms were previously designated as approved Juvenile Processing Offices on September 28, 2015, by this Department and the Dallas County Juvenile Board; and
- WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Wilmer Police Department's Juvenile Processing Offices were personally inspected by Leah Probst, Pre-Adjudication Manager, on August 31, 2017. The site was determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage; and
- WHEREAS,** the Wilmer Police Department Juvenile Processing Offices comply with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Juvenile Processing Offices for the Wilmer Police Department, Patrol Room and Warrant Room, located at 219 E. Beltline Rd., Wilmer, Texas 75172.

**DONE IN OPEN BOARD MEETING** this 25th day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## L.





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding between Dallas County Juvenile Department and Big Thought for Evening Reporting Center

**Background of Issue:**

Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over 20 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, participants develop skills associated with job and college readiness such as teamwork, decision-making, problem-solving, and critical thinking and communication through the creation of visual and performance art.

The Dallas County Juvenile Department's Evening Reporting Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, and any other community venue that would take into consideration the family's ability to participate, for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division to implement art-based programming from an outside vendor. The purpose of this brief is to request approval of the MOU with Big Thought to implement this programming at the ERC.

**Impact on Operations and Maintenance:**

The ERC would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be delivered by professional visual and performing artists who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

**Strategic Plan Compliance:**

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

**Legal Information:**

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six-week rotation or no later than August 31, 2018. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$4,950. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:\***

The youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Six month and yearly performance measure reports are required by the Office of the Governor based on the following three areas: 1) The number and percentage of youth who complete the program; 2) The recidivism rate during and six months after exiting the program; 3) Scoring of the youth and parent satisfaction survey.

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

**Project Schedule/Implementation:**

The program will be implemented upon final execution of the Memorandum of Understanding. This agreement is for October 1, 2017, to August 31, 2018.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Big Thought for the Evening Reporting Center. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:

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



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Dallas County Juvenile Department**  
**And**  
**Big Thought**  
**For**  
**Evening Reporting Center**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to August 31, 2018, is entered by and between Big Thought and Dallas County Juvenile Department (DCJD) along with the Evening Reporting Center (ERC).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

Big Thought and Dallas County have been working together since 1995.

**SCOPE OF WORK**

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

**ASSURANCES**

1. Big Thought understands that under no circumstances should individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Big Thought understands that the names of individual working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.

3. Big Thought understands that individuals involved in the Creative Solutions program on behalf of BIG THOUGHT must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Big Thought must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Big Thought understands that individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Big Thought understands that individuals working on behalf of the Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Big Thought will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$4,950.00 from its Office of the Governor, Criminal Justice Division (CJD) Grant to support Big Thought. .
10. Total payment for FY2018 will not exceed five thousand dollars (\$4,950.00). County's payment will be due to Big Thought after each six week session or no later than August 31, 2018. At the conclusion of the fiscal year, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to Big Thought upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to Big Thought within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Big Thought agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Big Thought agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. Big Thought understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Big Thought agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this Agreement shall be from October 1, 2017 to August 31, 2018.

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **INSURANCE**

It is Big Thought's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. Big Thought should also possess umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

#### **INDEMNIFICATION**

Big Thought, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted

disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

#### **CHOICE OF LAWS AND VENUE**

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas.

All statutes and law stated herein shall be updated as amended.

### SEVERABILITY

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

### SOVEREIGN IMMUNITY

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

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

#### DALLAS COUNTY JUVENILE BOARD:

#### CONTRACTOR'S NAME:

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

BY: \_\_\_\_\_  
Glenn Baldwin  
Big Thought, CFO

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

#### APPROVED AS TO FORM:

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



### CHOICE OF LAWS AND VENUE

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#### DALLAS COUNTY JUVENILE BOARD:

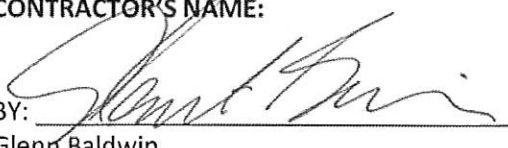
BY: \_\_\_\_\_  
Dr. Terry Smith, Executive Director  
Dallas County Juvenile Department

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

#### APPROVED AS TO FORM:

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

#### CONTRACTOR'S NAME:

BY:   
Glenn Baldwin  
Big Thought, CFO

# **ATTACHMENT A**

## **Contract Specifications**

Big Thought – (Evening Reporting Center)  
October 1, 2017 to August 31, 2018

### **I. COST: \$4,950.00**

### **II. PROGRAM SCHEDULE:**

- A. Service Week: Once per week, (Mondays)
- B. Service Hours: 5:00pm to 6:30pm (90 minute session)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

### **III. PROGRAM COMPONENTS**

- A. Frequency: one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total cost of \$4,950.
- B. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace personal skills, analytical and critical reflection and skill building, and leadership.

### **IV. PROGRAM MECHANICS**

- A. Length of stay: N/A
- B. Holiday Schedule: various based on needs
- C. Summer Schedule: time frame adjusted from June through mid-August.
- D. Transportation: N/A
- E. Meals/Snacks: N/A

---

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

**A. Program Director:**

- Bachelor's degree in education, fine or performing arts, or related field
- Minimum 5 years experience in program management, theatrical production or related field
- Minimum 3 years working with at-risk youth

**B. Master Artists:**

- Bachelor's degree or equivalent experience in fine or performing arts
- A minimum of 5 years experience in arts-in-education.
- A minimum of 3 years experience working with at-risk youth
- A proven track record in developing artistic programs for children
- Experience in developing arts programs that integrate life skills

**All positions require:**

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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



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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

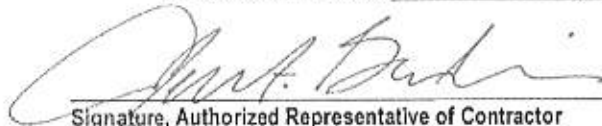
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

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

*E. Enforcement*

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

Contractor's Full Name: BIG THOUGHT

  
Signature, Authorized Representative of Contractor

9.8.17  
Date

CFO  
Title

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

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

Big Thought  
Dallas, TX United States

Certificate Number:  
2017-257869

Date Filed:  
09/07/2017

**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-44

Creative Solutions program at the Evening Reporting Center

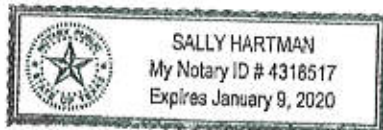
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5 Check only if there is NO Interested Party.



## 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 Glenn Baldurn, this the 8th day of Sept, 20 17, to certify which, witness my hand and seal of office.

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



# JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: September 25, 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 25<sup>th</sup> day of September 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,** Big Thought is a community-based nonprofit organization dedicated to student success, and has been a key contributor to improving education in Dallas for more than 28 years. Specifically, for over 20 years Big Thought's Creative Solutions program has partnered with Dallas County to help adjudicated youth develop life skills through the creation of visual and performance art. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Working as individuals and in group projects under the guidance of professional teaching artist/mentors, participants develop skills associated with job and college readiness such as teamwork, decision-making, problem-solving, critical thinking and communication through the creation of visual and performance art; and

**WHEREAS,** the Dallas County Juvenile Department Evening Reporting Center (ERC) would greatly benefit from the Big Thought community-based art therapy program. The art therapy will be delivered by professional visual and performing artist who are trained to work with troubled youth. Participants will learn the fundamentals of visual art, including drawing, painting, printmaking, cultural metal art, sculpting and glasswork. Each workshop session will be 90 minutes long starting with a circle check in; and

**WHEREAS,** the Big Thought Art Therapy program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

**WHEREAS,** the location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; and

**WHEREAS,** Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and

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

- WHEREAS,** the Memorandum of Understanding has been approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers, and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and
- WHEREAS,** Big Thought will provide one session per week for a total of thirty-three (33) sessions at the incurred cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six week rotation or no later than August 31, 2018. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$ \$4,950. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** the youth who participate will increase their life skills, knowledge of art, problem solving and creative expressions. Big Thought uses art to catalyze learning through creative engagement, infusing in youth both the hope for a better future along with the tools to overcome obstacles in daily life. Six month and yearly performance measure reports are required by the Office of the Governor based on the following three areas: 1) The number and percentage of youth that complete the program; 2)The recidivism rate during and six months after exiting the program; 3) Scoring of the youth and parent satisfaction survey; and
- WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and
- WHEREAS,** this agreement is for October 1, 2017, until August 31, 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Memorandum of Understanding with Big Thought. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## M.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Memorandum of Understanding between Dallas County Juvenile and Inspire U for Evening Reporting Center

**Background of Issue:**

Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have provided programming for the Dallas County Truancy Court since 2011, and for Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation – Eagle Scholars Youth Program. The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, for youth on probation who are at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The purpose of this brief is to request approval MOU with Inspire U to implement this programming at the ERC.

**Impact on Operations and Maintenance:**

The ERC will utilize Inspire U's *Inspire Teens* - YELL curriculum program. The *Inspiring Teens* program brings a myriad of educational programs for adolescents, including YELL – Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, teaching adolescents to make better choices when dealing with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection, skill building, and leadership. Inspire U will provide one session per week in five 6-week rotations and will meet for 1.5 - 2 hours each session. Program delivery will be at the Juvenile Justice Alternative Education Program building, at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.



**Strategic Plan Compliance:**

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

**Legal Information:**

The Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

Inspire U will provide one session per week in five 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of each 6-week rotation. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:**

As a result of the *Inspiring Teens* sessions, students will learn the importance of leadership, discover their own personal leadership styles, work on developing skills that demonstrate good leadership, and explore the attitude of a great leader. The core activities in the YELL curriculum will encourage skill and knowledge building in three key areas: Communication and Interpersonal Skills, Analytical and Critical Reflection and Positive Involvement in School and/or Community Affairs. Upon program completion, participants and parents will complete a survey designed by the Juvenile Department's research and statistics team. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program; 2) The recidivism rate during and six month after exiting the program. 3) Scoring on the youth and parent satisfaction survey.

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

**Project Schedule/Implementation:**

The programs will be implemented upon final execution of the Memorandum of Understanding. This agreement is for October 1, 2017, to August 31, 2018.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Inspire U. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Dallas County Juvenile Department**  
**And**  
**Inspire U**

This Memorandum of Understanding (MOU), effective from October 1, 2017 to August 31, 2018, is entered by and between INSPIRE U and Dallas County Juvenile Department (DCJD) along with the Evening Reporting Center (ERC).

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Attachment A, Contract Specifications.
- B. (Exhibit B), Attachment B, Juvenile Department Title VI Assurances.
- C. (Exhibit C), Attachment C, Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

INSPIRE U and Dallas County has been working together since 2015.

**SCOPE OF WORK**

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

**ASSURANCES**

1. INSPIRE U understands that under no circumstances should individuals working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. INSPIRE U understands that the names of individual working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. INSPIRE U understands that individuals involved in the Creative Solutions program on behalf of INSPIRE U must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.



4. INSPIRE U must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. INSPIRE U understands that individuals working on behalf of INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. INSPIRE U understands that individuals working on behalf of the INSPIRE U, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. INSPIRE U will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000.00 from its Office of the Governor, Criminal Justice Division (CJD) Grant to support INSPIRE U.
9. Inspire U will provide one session per week in five, 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000.
10. Total payment for FY2018 will not exceed five thousand dollars (\$5,000.00). County's payment will be due to INSPIRE U after each six week session or no later than August 31, 2018. At the conclusion of the fiscal year, INSPIRE U will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to INSPIRE U upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to INSPIRE U within thirty (30) days of receipt of an invoice for the appropriate amount.
13. INSPIRE U agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. INSPIRE U agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. INSPIRE U understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. INSPIRE U agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from October 1, 2017 to August 31, 2018.



## **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

## **CERTIFICATE OF INTERESTED PARTIES 1295**

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

## **INSURANCE**

It is INSPIRE U's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. INSPIRE U should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$500,000.00) each employee; and  
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

## **INDEMNIFICATION**

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

arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by INSPIRE U in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

#### CHOICE OF LAWS AND VENUE

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

#### SEVERABILITY

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

#### SOVEREIGN IMMUNITY

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

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

#### DALLAS COUNTY JUVENILE BOARD:

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

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

#### APPROVED AS TO FORM:

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

#### CONTRACTOR'S NAME:

BY: \_\_\_\_\_  
Sonya Parker Goode  
INSPIRE U, CEO

**ATTACHMENT A**  
**Contract Specifications for**  
**Memorandum of Understanding Between Dallas County Juvenile Department And Inspire U**

October 1, 2017 to August 31, 2018

I. **COST: \$5,000.00**

II. **PROGRAM SCHEDULE:**

- A. Service Week: Once per week, (Tuesdays)
- B. Service Hours: 5:00pm to 6:30pm (90 minute session)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

III. **PROGRAM COMPONENTS**

- A. *Inspire Teens* - Youth Engaged in Leadership and Learning (YELL) curriculum  
Frequency: One session per week, in five 6-week rotations - 1.5 hours' time frame
- B. The program covers the fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership.

IV. **PROGRAM MECHANICS**

- A. **Length of stay:** N/A
- B. **Holiday Schedule:** various based on needs
- C. **Summer Schedule:** time frame adjusted from June through mid-August
- D. **Transportation:** N/A
- E. **Meals/Snacks:** N/A

V. **DIRECT CARE STAFF**

**All positions require:**

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies



1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

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

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

**B. Nondiscrimination Authorities**

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

#### C. *Representations/Warranties*

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

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

#### D. *Title VI Complaints*

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

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

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

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

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

E. Enforcement

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

Contractor's Full Name: INSPIRE U Coaching and Educational Services

[Signature]  
Signature, Authorized Representative of Contractor

9-8-17  
Date

Owner / CEO  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-258555

Date Filed:  
09/08/2017

Date Acknowledged:

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

INSPIRE U Coaching and Educational Services  
Garland, TX 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

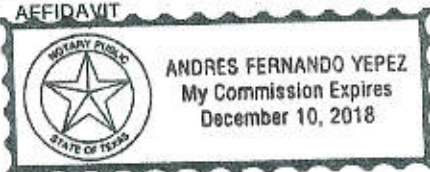
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JB-45  
Inspiring Teens program at the Evening Reporting Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parker Goode, SONYA	Garland, TX United States	X	

5 Check only if there is NO interested Party. ☐

### 6 AFFIDAVIT



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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LEO, this the 11 day of Sept, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Andres Yepez

Printed name of officer administering oath

Notary  
Title of officer administering oath



## JUVENILE BOARD ORDER

ORDER NO:                2017-XXX

DATE:                     September 25, 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 25<sup>th</sup> day of October 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,** Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. The Inspire U program has been serving the Dallas community since 2006. The founders, Sonya and Norman Goode have provided programming for the Dallas County Truancy Court since 2011, and for Dallas ISD, Family Care Connection, North Texas Fatherhood Initiative and Victory Meadow Youth Development Foundation – Eagle Scholars Youth Program; and
- WHEREAS,** the Dallas County Juvenile Department’s Evening Report Center (ERC) operates as an alternative to detention for youth on probation that are at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement mentoring and social skill building programming from an outside vendor. The Juvenile Department request approval for an MOU with Inspire U to implement this programming with the ERC; and
- WHEREAS,** the *Inspiring Teens* program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and
- WHEREAS,** program delivery will be at the Juvenile Justice Alternative Education Program building, at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family’s ability to participate; and
- WHEREAS,** Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and

- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and
- WHEREAS,** Inspire U will provide one session per week in five 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each 6-week rotation. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000; and
- WHEREAS,** the youth who participate will increase their fundamentals of effective communication and interpersonal skills, analytical and critical reflection and skill building, and leadership. The *Inspiring Teens* program brings a myriad of educational programs for adolescents, including YELL – Youth Engaged in Leadership and Learning and The 7 Habits of Highly Successful Teens, to teach adolescents to make better choices when with peer pressure, substance use and abuse, faulty thinking, anger and conflict resolution, communicating more effectively, being more responsible and making better choices; and
- WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research department. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and
- WHEREAS,** this agreement is for October 1, 2017, until August 31, 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Memorandum of Understanding with Inspire U. It is further recommended that the Dallas County Juvenile Board authorizes the Chairman to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## N.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017

**To:** Dallas County Juvenile Board

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

**Subject:** Memorandum of Understanding between Dallas County Juvenile and Youth Advocate Programs, Incorporated for Evening Reporting Center

**Background of Issue:**

For over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcome-driven and cost-effective alternatives to the institutionalization of high risk, high needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. Their goal is to "Strengthen Communities one Biography at a Time." YAP is a nationally recognized, nonprofit organization exclusively committed to the provision of community-based alternatives to out-of-home care through direct service, advocacy and policy change. YAP successfully works with children, youth and adults across systems with a number of presenting needs. YAP currently operates programs in 22 states, serving over 11,000 individuals and families annually in urban, rural, and suburban settings. YAP's clients increasingly are multi-system involved and its programs have expanded to meet these challenges. YAP offers Child Welfare, Juvenile Justice, School-based, Behavioral Health and Developmental Disabilities programs for children, youth and adults in addition to Supported Work services.

YAP has provided services in Dallas County for 25 years. YAP operates under an inclusive intake policy. Under its "No Reject - No Eject" policy, the program will accept all referrals within budgetary and contractual parameters regardless of case histories, complexity of needs or behavioral characteristics. Acceptance into the program will carry with it a commitment to unconditional care. No youth or family will be unilaterally terminated due to case management problems or similar difficulties. Outcomes reports reflect that 80% of youth are released with a positive success rate. Eighty-five percent of youth are not rearrested within six months of discharge and 80% return to their communities upon discharge.

The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, and any other community venue that would take into consideration the family's ability to participate, for youth on probation that are at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division to implement a gang intervention prevention program from an outside vendor. The purpose of this brief is to request approval of a MOU with YAP Gang Prevention/Intervention providing programming for the ERC. Both YAP and Dallas County Juvenile



Department Evening Reporting Center Program have an interest in better serving at risk youth and offering them programs to turn their lives around, and create a pathway to success.

**Impact on Operations and Maintenance:**

Youth Advocate Programs, Inc. will provide Intensive Gang Prevention/Intervention Services to youth enrolled in the Evening Reporting Center. The objective is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. YAP services, provided by a current facilitator with Dallas County YAP, will include but not be limited to:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely

The YAP Facilitator will utilize the evidence-based, nationally successful Phoenix Curriculum enhanced by specific lessons from the GRADE (Gang Resistance and Drug Education) curriculum. Phoenix programming, accepted as evidence-based by the National Gang Center/OJJDP/Bureau of Justice Assistance, is used nationwide to address the risk factors underlying gang recruitment and gang involvement. The Phoenix Curriculum provides resources for both gang intervention programs and gang prevention programs. This will be a six session course meeting for 1.5 hours each session. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

All prospective YAP staff, including but not limited to full-time and part-time employees, contract staff, interns, volunteers, and case managers will undergo and pass a background check in order to participate in the program. The background checks will be administered by the Dallas County Juvenile Department. YAP understands that under no circumstances should staff be allowed to work with youth until they have cleared their background check by the Juvenile Department.

**Strategic Plan Compliance:**

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

**Legal Information**

The Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

**Financial Impact/Considerations:**

The Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000 from Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc. This includes facilitating five 6 week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000.

The Juvenile Department will be invoiced after the conclusion of each 6-week rotation. The financial information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

**Performance Impact Measures:**

As a result of the YAP Gang Prevention/Intervention curriculum students are encouraged to identify and enhance critical protective factors, or assets, which can help youth achieve healthy and productive lives. This process includes aspects of character education (the development of pro-social values and behaviors, such as the selection of pro-social friends, empathy for others, the development of positive goals, involvement with a personal support system, gang resistance and participation in positive community organizations and activities.)

Upon program completion, participants and parent will complete a satisfaction survey. Six month and yearly performance measure reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program; 2) The recidivism rate during and six months after exiting the program; 3) Scoring on the youth and parent satisfaction survey.

**Project Schedule/Implementation:**

This agreement is for October 1, 2017, until August 31, 2018.

This MOU may be terminated upon 30 day written notice by either party. This MOU represents the entire understanding of both parties with respect to this partnership. This agreement will be reviewed on an annual basis by both parties.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Youth Advocate Programs Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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



*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

**Memorandum of Understanding  
between the Dallas County Juvenile Dept.  
and Youth Advocate Programs, Inc.**

This Memorandum of Understanding ("MOU" or "Contract"), effective from October 1, 2017 to August 31, 2018 is entered into by Youth Advocate Programs, Inc. ("YAP" or "AGENCY"), a 501(c)(3) non-profit corporation, and the Dallas County Juvenile Department ("DCJD"). Although headquartered in Pennsylvania, YAP has worked with Dallas County authorities since 1995 to provide juvenile justice services that promote individual, family and community safety as well as fiscal responsibility. This MOU pertains to a Gang Prevention and Intervention Program to be offered by YAP at the Evening Reporting Center (ERC) in Dallas County TX.

**INCORPORATED DOCUMENTS**

All documents below are incorporated herein by reference. YAP agrees to provide the subject services in a manner that is consistent with each of the following:

- Attachment A: Contract Specifications/Scope of Work
- Attachment B: Juvenile Department Title VI Assurances.
- Attachment C: Certificate of Interested Parties 1295.

**ORDER OF PRECEDENCE**

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

**SCOPE OF WORK**

As further described in the Contract Specifications/Scope of Work (Attachment A), a trained YAP Facilitator will provide Gang Prevention and Intervention services for 1.5 hours per week at the Dallas County ERC. The YAP Facilitator(s) will provide training from, among other sources, the Phoenix Curriculum and GRADE Curriculum. Such services will be provided to up to 16 youth at a time who will meet once per week in cycles of 6 weeks each year round. While YAP will provide the Facilitator and lesson materials, the ERC will provide at no cost to YAP needed equipment, including a projector, screen and/or television.

**ASSURANCES**

1. This AGENCY understands that under no circumstances should individuals working on behalf of this AGENCY, under This MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded



*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.

2. This AGENCY understands that the names of individual working on behalf of this AGENCY, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. This AGENCY understands that individuals, if any, involved in the YAP program on behalf of this AGENCY must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. This AGENCY must ensure that direct service staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. This AGENCY understands that individuals working on its behalf under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on the Prison Rape Elimination Act.
6. This AGENCY understands that individuals working on its behalf under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the DCJD's Media Policy and keep all information that they become privy to concerning the youth in the program confidential.
7. Unless provided by the ERC, this AGENCY will supply materials, equipment and durable goods necessary to the program.
8. Dallas County and the DCJD agree to allocate funds from its Office of the Governor, Criminal Justice Division (CJD) Grant that will be needed to support this Agency's efforts under this MOU.
9. YAP agrees to charge and the County agrees to pay \$1,000 (one thousand dollars) for five, six week cycles consisting of six meetings, once per week. Total payment for FY2018 will not exceed five thousand dollars (\$5,000.00). County's payment will be due to the AGENCY at the end of each six week session and within thirty (days) of receipt by DCJD of a verified and proper invoice from YAP in accordance with Texas Government Code, Chapter 2251.
10. YAP agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of This Contract and shall not render the County liable for interest or penalties, provided that any such delay shall not exceed thirty (30) days after its due date.
11. The AGENCY agrees to spend all funds it receives for this Contract from Dallas County in a manner consistent with the Contract Specifications of this MOU.
12. THIS AGENCY agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

**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 Title VI Assurances are attached to this MOU as Attachment B.

**CERTIFICATE OF INTERESTED PARTIES UNDER HB 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. The HB 1295 Certificate is attached as Attachment C hereto.

**INSURANCE**

It is YAP's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. The AGENCY should also possess umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of This Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of: Bodily injury by accident – five hundred thousand dollars (\$500,000.00) each accident;

Bodily injury by disease - five hundred thousand dollars (\$500,000.00) each employee; and

Bodily injury by disease – five hundred thousand dollars (\$500,000.00) policy limit.

**INDEMNIFICATION**

The AGENCY, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in This Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death),



*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by the AGENCY in performance of This Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

**CHOICE OF LAWS AND VENUE**

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

**SEVERABILITY**

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

**SOVEREIGN IMMUNITY**

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

**EXECUTION**

This MOU may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DALLAS COUNTY JUVENILE BOARD:**

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

**AGENCY'S NAME:**

BY: \_\_\_\_\_  
Richard Stattemyer, CEO  
Youth Advocate Programs, Inc.

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*MOU between Dallas County Juvenile and Youth Advocate Programs, Inc.*

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

**APPROVED AS TO FORM\*:**

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

# **ATTACHMENT A**

## **Contract Specifications**

Youth Advocate Program – (Evening Reporting Center)  
October 1, 2017 to August 31, 2018

I. **COST:** \$5,000.00

II. **PROGRAM SCHEDULE:**

- A. Service Week: Once per week, (Thursdays)
- B. Service Hours: 5:00pm to 6:30pm (90 minute session)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

III. **PROGRAM COMPONENTS**

- A. *Youth Advocate Program* – Gang Prevention and Intervention Program  
  
Frequency: Once per week for five 6- weeks rotations —1.5 hours’ time frame
- B. The program provides programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity.

IV. **PROGRAM MECHANICS**

- A. Length of stay: N/A
- B. Holiday Schedule: various based on needs
- C. Summer Schedule: time frame adjusted from June through mid-August
- D. Transportation: N/A
- E. Meals/Snacks: N/A

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



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**All positions require:**

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

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

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

Youth Advocate Programs, Inc

Signature, Authorized Representative of Contractor

Date

9/11/17

Title

CFO



# 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.  
Youth Advocate Programs, Inc  
Harrisburg, PA United States

Certificate Number:  
2017-258422

Date Filed:  
09/08/2017

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-46  
Gang Prevention/Intervention group programming at the Evening Reporting Center

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
MARY ELIZABETH SERSCH  
Notary Public  
CITY OF HARRISBURG, DAUPHIN COUNTY  
My Commission Expires Aug 27, 2020

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 CFD, Richard L. Stottlemyre Jr., this the 11<sup>th</sup> day of September, 2017, to certify which, witness my hand and seal of office.

Mary Elizabeth Sersch  
Signature of officer administering oath

Mary Elizabeth Sersch  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: September 25, 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 25th day of September, 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,** for over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcome-driven and cost-effective alternatives to the institutionalization of high-risk, high-needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. It's our goal is to "Strengthen Communities one Biography at a Time." YAP is a nationally recognized, nonprofit organization exclusively committed to the provision of community-based alternatives to out-of-home care through direct service, advocacy and policy change. YAP successfully works with children, youth and adults across systems with a number of presenting needs. YAP currently operates programs in 22 states, serving over 11,000 individuals and families annually in urban, rural, and suburban settings. YAP's clients increasingly are multi-system involved and our programs have expanded to meet these challenges. YAP offers Child Welfare, Juvenile Justice, School-based, Behavioral Health and Developmental Disabilities programs for children, youth and adults in addition to Supported Work services; and

**WHEREAS,** the Dallas County Juvenile Department's Evening Reporting Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, and any other community venue that would take into consideration the family's ability to participate, for youth on probation that are currently at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD) to implement a gang intervention prevention program from an outside vendor. The Juvenile Department requests approval of a MOU with YAP Gang Prevention/Intervention to provide programming for the ERC. Both YAP and Dallas County Juvenile Department Evening Reporting Center Program have an interest in better serving at risk youth and offering them programs to turn their lives around, and create a pathway to success; and

**WHEREAS,** Youth Advocate Programs, Inc. will provide Intensive Gang Prevention/Intervention Services to youth enrolled in the Evening Reporting Center. The objective is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. YAP services, provided by a current facilitator with Dallas County YAP, will include but not be limited to:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely; and



- WHEREAS,** this will be a six-session course that will meet for 1.5 hours each session. The location of the program delivery will be at the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC. Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and
- WHEREAS,** all prospective YAP staff, including but not limited to full-time and part-time employees, contract staff, interns, and volunteers, will undergo and pass a background check in order to participate in the program. The background checks will be administered by the Dallas County Juvenile Department YAP understands that under no circumstances should staff be allowed to work with youth until they have been cleared by the Juvenile Department; and
- WHEREAS,** this request complies with the Dallas County Strategic Plan: Vision 3 - Dallas County *is safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and
- WHEREAS,** the Memorandum of Understanding has been reviewed and approved as to form by Ms. Denika Caruthers, Juvenile Department Administrative Legal Advisor; and
- WHEREAS,** the Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000 from Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc. This includes facilitating one session per week in two 6-week rotations at the incurred cost of \$1,000 per rotation for a total cost of \$5,000. The Juvenile Department will be invoiced after the conclusion of the each six week rotation. The financial information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and
- WHEREAS,** this MOU may be terminated upon 30 day written notice by either party. This MOU represents the entire understanding of both parties with respect to this partnership. This agreement will be reviewed on an annual basis by both parties.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the Memorandum of Understanding between Youth Advocate Programs, Inc. and the Dallas County Juvenile Department Evening Reporting Center. Additionally, the Dallas County Juvenile Board authorizes the Chairperson to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



PUBLIC HEARING FOR  
ACADEMY FOR ACADEMIC  
EXCELLENCE (AAE)

VI.



# DISCUSSION

## ITEM

### VII.





# DISCUSSION ITEM O.



## **Academy for Academic Excellence**

### **Director's Report**

### **August 2017**

On August 1, 2017, administrators reported back to work. The week of August 1<sup>st</sup> administrators attended workshops at Region 10 Educational Service Center on Eduphoria to assist them in monitoring lesson plans and building assessments. Administrators were given an overview of the instructional focus and general expectations for the 2017-2018 school year.

On August 8, 2017, all teachers reported back to work. The week of August 8<sup>th</sup> staff attended workshops on "The Explosive Child", "Verbal De-escalation", and ELPS (English Language Proficiency Standards), training which assists teachers in identifying additional support needed for English language learners (ELLs). Staff also attended facility training at their assigned facilities.

On August 14, 2017, students reported back to school. We started school with 424 students and ended the month of August with 456 students enrolled.

New staff hired for AAE: Tomas Puente, Attendance Clerk at the Juvenile Detention Center (JDC), Myrna Burnside, Math and Social Studies Teacher at the Day Reporting Center (DRC), Jose Tellez, Assistant Campus Administrator (ACA) at the Day Reporting Center (DRC), Marilena Zuppardo, Assistant Campus Administrator (ACA) at Letot.

Mr. Scott, our GED teacher, attended a seminar on GED over the summer and will be trained to be a trainer for trainers.

AAE assisted 23 families from the Food Bank and nine families from the Clothing Closet.

**ACADEMY FOR ACADEMIC EXCELLENCE  
CHARTER SCHOOL REPORT**

**August 2017**

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

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>255</b>
SPED - Total Students	66
ESL - Total Students	23

**Instruction at a Glance**

Students returned to school on August 14<sup>th</sup>. All core content areas administered grade specific pre-tests during the first two weeks of school.

Students in Social Studies began the school year reviewing basic geography skills. The students created a tree map on the five (5) themes of geography including location, place, region, movement, and human/environment interactions. In English/Language Arts, students began the school year with reading and understanding fiction. Students read short stories and identified where events from the story occurred on the plot map. Students also wrote essays.

**DAY REPORTING CENTER - CAMPUS (002):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>21</b>
SPED - Total Students	02
ESL - Total Students	03

**Instruction at a Glance**

Students were guided in writing new academic and personal goals for the 2017-2018 school year. Benchmark Tests were administered to all students in the four academic core subjects during the week of August 21<sup>st</sup>. Test Data will be used to guide academic instruction. Math classes are learning to use the Texas Instrument TI-80 calculators. Reading/Language Arts classes are working on accelerating reading, writing, and vocabulary skills.

**GED/Credit Recovery**

Eight (8) students are enrolled in the GED Program.

**Campus Focus**

Teachers are currently working on a book study, "Motivating Students Who Don't Care," learning to always be positive and never give up on our students.

**MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>118</b>
Medlock Students	68
Youth Village Students	43
Youth Village Youth Offenders	07
<b>SPED - Total Students</b>	<b>39</b>
Medlock SPED	13
Medlock 504	00
Youth Village SPED	16
Youth Village 504	01

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



<b>ESL – Total Students</b>	<b>16</b>
Medlock ESL	05
Youth Village ESL	11

**STAAR/End of Course (EOC)**

The STAAR/EOC results have been reported to students and parents for the July Summer Administration. A few students passed at least one of the required tests during the Summer Testing Administration, completing that requirement for high school graduation. Planned interventions are in place targeting the students' deficiencies to prepare them for the Fall STAAR/EOC testing.

**English Department – Youth Village**

The English Department has continued to grow the library at both Medlock and Youth Village. Last year, the students at Youth Village read over 650 books collectively. Students are able to check out books throughout the week.

**Dropout Recovery - Accelerated Instruction Program (AIP)**

Medlock and Youth Village staff identified all eligible students who meet the criteria to participate in the Academy for Academic Excellence's AIP Program. There are six (6) eligible students. The AIP team has conducted two initial meetings and is currently working with the core-teachers and special education staff to continue the process.

**SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>30</b>
SPED Total Students	04
ESL Total Students	05

**Instruction at a Glance**

The students at SAU have worked hard since school began on August 14<sup>th</sup>. The enrollment started slowly at 14 students, but has progressed to 30. In every core subject, students were administered a benchmark test. Test data will be used to guide academic instruction and fill in instructional gaps.

The students participated in an academic kickoff rally to explain rules, procedures and attendance incentives. It is very important for each of them to start a new habit of attending school every day.

**LETOT CAMPUS (005):****Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>19 shelter/17 RTC</b>
SPED Total Students	1 shelter/4 RTC
ESL Total Students	0 shelter/3 RTC
504 Total Students	0 shelter/0 RTC

**Instruction at a Glance**

- Letot began the school year with a new research-based instructional initiative. Teachers are going to implement 'active learning' instructional strategies in their classes (all teachers including electives).
- AIP (Accelerated Instructional Program) students have been identified and are placed on an academic plan.
- Credit Recovery has begun for high school students.
- Teachers began the year with professional development sessions in content areas and completed compliance videos.
- Pre-tests were given in each core content area to assess students' current level of performance.

**Campus Life at a Glance**

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**RTC**

- Weekly Student Stars incentive program kicked off for RTC students. Students who excel academically and stand out through performing exemplary actions are celebrated and recognized on a weekly basis.
- Students do morning announcements using the PA system for the entire wing. Daily announcements including the pledges, historical facts, motivational quotes and even music, kick off each day. All girls are given the opportunity to be in this rotation.

**Shelter**

- Students will be able to do science labs and use educationally supportive computer programming in the computer lab weekly.



**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of August 2017:			District Total Enrollment: 456		
District Average Attendance			425 (97.03%)		
District Special Education Student Population			79 (18.04%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	238	09	127	28	33
New Students	316	22	136	37	43
Withdrawals	61	02	18	08	10
Avg. Daily Attendance	237	07	127	21	33
Avg. Daily Enrollment	238	09	127	28	33
Attendance Average	99.58%	77.78%	100%	75.00%	100%

Demographics										
CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	40	15.69%	06	28.57%	00	0.0%	09	31.03%	28	84.85%
Male	215	84.31%	15	71.43%	118	100%	20	68.97%	05	15.15%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	1		0		1		0		0	
5	2		0		0		0		0	
6	10		0		2		0		1	
7	28		1		9		3		0	
8	35		7		16		3		2	
9	113		9		58		10		14	
10	51		3		23		6		7	
11	10		1		7		7		7	
12	5		0		2		0		2	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	1		0		1		0		0	
12	7		0		2		0		0	
13	12		0		8		2		1	
14	32		3		12		2		5	
15	77		3		19		2		9	
16	77		9		53		8		11	
17	47		6		23		15		7	
18+	1		0		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	118	46.27%	8	38.10%	67	56.78%	2	06.90%	12	36.36%
Caucasian	18	07.06%	0	00.00%	5	04.24%	3	10.34%	4	12.12%
Hispanic	118	46.27%	13	61.90%	45	38.14%	23	79.31%	17	51.52%
Native American	1	00.39%	0	00.00%	0	00.00%	1	03.45%	0	00.00%
Other/Asian	0	00.00%	0	00.00%	1	00.85%	0	00.00%	0	00.00%



# ACTION ITEMS

## VIII



# ACTION ITEM

## P.





**DALLASCOUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** September 25, 2017  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Academy for Academic Excellence Budget Amendment #2: Increase in Revenue for IDEA-B

**Background of Issue:**

The original FY2017 budget for the Academy of Academic Excellence (AAE) was presented to the School Board and approved on July 25, 2016 (Board Order #2016-071). Budget Amendment #1 – Maximum Entitlements and Line Item Adjustments were approved by the School Board on January 23, 2017 (Board Order 2017-009). This brief seeks authorization to amend the projected totals to include the additional revenue in the amount of \$682.00 to IDEA-B.

**Impact on Operations and Maintenance:**

After submission of the original budget and budget amendment #1, the Texas Education Agency (TEA) did a final adjustment on June 23, 2017. The Audit Department requires departments to seek approval from the Board to increase revenue in a budget. The final adjustment increases the revenue in the amount of \$682.00. The additional IDEA-B grant funds will be used for salaries.

**IDEA - B** assists schools with materials and resources to work with students with disabilities. Recommendations to line item adjustments and purchases from IDEA - B:

• Approved Budget Amount	\$98,678.00
• Additional increase (6100 – salaries)	\$682.00
• <b>Total Grant Funds</b>	<b>\$99,360.00</b>

**Strategic Plan Compliance:**

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

**Legal Information:**

The AAE budget requires the approval of the Charter School Board.

**Financial Impact/Considerations:**

This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

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**Performance Impact Measures:**

AAE will comply with spending guidelines as outlined by Texas Education Agency.

**Project Schedule/Implementation:**

Budget Amendment #2 will be implemented for the remainder of FY2017 in accordance with state and federal guidelines and timelines.

**Recommendation:**

It is recommended that the Academy for Academic Excellence Charter School Board approve Budget Amendment #2 as presented.

**Recommended by:**



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



ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: September 25, 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 25<sup>th</sup> day of September, 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,** the original FY2017 budget for the Academy of Academic Excellence (AAE) was presented to the School Board and approved on July 25, 2016 (Board Order #2016-071). Budget Amendment #1 – Maximum Entitlements and Line Item Adjustments were approved by the School Board on January 23, 2017 (Board Order 2017-009). The Juvenile Department seeks authorization to amend the projected totals to include the additional revenue in the amount of \$682.00 to IDEA-B; and

**WHEREAS,** after submission of the original budget and budget amendment #1, the Texas Education Agency (TEA) did a final adjustment on June 23, 2017. The Audit Department requires departments to seek approval from the Board to increase revenue in a budget. The final adjustment increased the revenue in the amount of \$682.00. The additional IDEA-B grant funds will be used for salaries.

**IDEA - B** assists schools with materials and resources to work with students with disabilities. Recommendations to line item adjustments and purchases from IDEA - B:

- |   |                         |
|---|-------------------------|
| • Approved Budget Amount                | \$98,678.00             |
| • Additional increase (6100 – salaries) | \$682.00                |
| • <b>Total Grant Funds</b>              | <b>\$99,360.00; and</b> |

**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 AAE budget requires the approval of the Charter School Board; and
- WHEREAS,** this information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** AAE will comply with spending guidelines as outlined by Texas Education Agency; and
- WHEREAS,** Budget Amendment #2 will be implemented for the remainder of FY2017 in accordance with state and federal guidelines and timelines; and
- WHEREAS,** it is recommended that the Academy for Academic Excellence Charter School Board approve Budget Amendment #2 as presented.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves Budget Amendment #2: Increase in Revenue for IDEA-B.

**DONE IN OPEN BOARD MEETING** this 25<sup>th</sup> day of September, 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