



AGENDA
DALLAS COUNTY JUVENILE BOARD
Monday, October 23, 2017 5:00 PM
Letot Center
10505 Denton Drive, Dallas, TX 75220

REVISED
10/19/2017

COUNTY CLERK
DALLAS COUNTY

2017 OCT 19 PM 2:03


FILED

- I. Call to Order
- II. Tour of Facilities – Letot Center and Letot RTC
 - Letot Center - 10505 Denton Dr., Dallas, Texas 75220
 - Letot RTC – 10503 Denton Dr., Dallas, Texas 75220
- III. Approval of Minutes
September 25, 2017
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
- VI. Action Items - Juvenile Department
 - C. Certification of the Letot Center
 - D. 2017 Annual Review of the Letot Center Policy and Procedures
 - E. Certification of Letot Residential Treatment Center Post-Adjudication Secure Facility
 - F. Approval of the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility
 - G. Approval of Indigent Defense Plan-2017
 - H. Contract with Hill County Juvenile Department for Pre-Adjudication beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
 - I. Youth Service Advisory Board (YSAB) New Appointments and Re-appointments
 - J. Ratification of Contract with Dallas Children's Advocacy Center
 - K. Juvenile Processing Offices – Dallas County Detention Center and Juvenile Department, Irving Police Department, Lancaster ISD Police Department and Lancaster Police Department
 - L. Any subsequent action deemed necessary as a result of IX - Personnel: Duties
- VII. Discussion Items - Charter School
 - M. Charter School Update
- VIII. Action Items - Charter School
 - N. Renewal of Annual School Board Liability Insurance for the Academy of Academic Excellence
- IX. Executive Session - Juvenile Department

For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076 Subjects: Litigation: Security: Personnel: Duties Contracts:

Notes:

**Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Coordinator, Ms. Claudia Avila (214.698.2224) by 4:00 p.m. on the Business Day Prior to The Date of The Board Meeting. Agenda Items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.*



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



TOUR OF FACILITY II.



APPROVAL OF MINUTES

III

MINUTES OF MEETING DATE: September 25, 2017

DALLAS COUNTY TIME: 5:00 PM

JUVENILE BOARD

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

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

MEMBERS ABSENT: Judge Andrea Plumlee
Judge Ken Molberg

I. **Call to Order**

At 5:02 Judge Cheryl Lee Shannon noted that a quorum was present and called the meeting to order.

- Judge Martin moved to open the September 25, 2017, Juvenile Board meeting; Judge Craig Smith seconded. The motion passed unanimously.

II. **Approval of Minutes**

Judge Shannon asked the Board to approve the minutes from the September 12, 2017, Juvenile Board meeting.

- Judge Paula Miller moved to approve the September 12, 2017, minutes; Judge Andrea Martin seconded. The motion passed unanimously.

III. **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.

IV. **Discussion Items – Juvenile Department**

A. Director's Report

Dr. Smith began by stating that she would not be reading the full Director's report, but offered to the Board the opportunity to address any concerns they may have with the information provided in the report. She then recognized Mr. Vincent Coronado, Mental Health Probation Officer in the Special Needs Unit as the Employee of the month for the month of August.

- Judge Jenkins asked if the youth referred to in House Bill 1204 are being referred from the suburbs or Dallas, both Commissioner Price and Dr. Smith responded "Dallas". Dr. Smith added it is mainly those five highly populated zip codes. Dr. Smith also added when looking at the numbers, the majority of the offenses for 10-11 year olds are misdemeanors, assaults, shoplifting, and some sexual assaults which if approved by the D.A.'s office those youth are diverted. Commissioner Price stated that the numbers reported by the Department did not comport with the numbers reported by Dallas Independent School District (DISD) by either their officers and/or DPD officers that are called to those campuses. Judge Shannon entered the conversation by stating in regards to making the numbers match, they can have more calls and not equate to a referral on a case, so the numbers might not match. Dr. Smith stated DISD has the discretion to make discretionary and mandatory referrals so they may decide to keep those kids. Accordingly, their numbers could theoretically be higher than the kids that are referred to us for an offense and emphasized therefore the numbers will not match because DISD has that leeway to keep some of those referrals as opposed to referring to the Juvenile Department. Judge Shannon then stated for clarity, at staffing these youth will look like they have always looked. Dr. Smith responded they will look like they do now for our Diversion courts. Judge Martin has the Youthful Offenders Diversion court and we will continue to divert those 10-13 year olds to Judge Martin if needed. She added that under House Bill 1204 those youth can be diverted to the CRCG or we can refer to the Community Partners. She ended by saying House Bill 1204 is no different from what we currently do. Judge Shannon then stated for clarity there is no impact on the Department and it will not take any additional resources, but we might see a higher level of referrals potentially to the Youthful Offender Diversion court which would result in a greater caseload to manage. Dr. Smith replied we do not plan to use them if we do not have to, we were using it before House Bill 1204 but now we can use the community resources.

V. Action Items-Juvenile Department

- E. Youth Services Advisory Board Juror Fund Recommendation for FY2018 and Memorandum of Understanding (MOU) as follows:

- MOU for AIM, LLC
- MOU for Café Momentum
- MOU for Big Thought
- MOU for Sheila Bailey Ministries
- MOU for Succeeding at Work
- MOU for Hayles Educational Inc.

Dr. Smith asked the Board if they could watch the YSAB presentation the Department put together that highlights where and how the YSAB funding is utilized throughout the Department. She acknowledged the Tekkie Buddie committee for putting together the presentation and for a job well done.

- The presentation lasted for 3 minutes - 5:16-5:19pm.
- Judge Shannon publicly thanked the Youth Services Advisory Board.
- Judge Miller thanked the Department for their commitment to properly utilizing the Juror funds on behalf of the YSAB Board.

MINUTES OF MEETING DATE: September 25, 2017

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2600 Lone Star Drive
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Judge Paula Miller
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Judge Ken Molberg

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A. Director's Report

Dr. Smith began by stating that she would not be reading the full Director's report, but offered to the Board the opportunity to address any concerns they may have with the information provided in the report. She then recognized Mr. Vincent Coronado, Mental Health Probation Officer in the Special Needs Unit as the Employee of the month for the month of August.

B. JJAEP Update

Dr. Smith restated that she would not read the full report but mentioned that normal programming is taking place. She ended by saying that she would answer any questions concerning the report the members may have.

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

Commissioner Price began by stating the Department is aware of his concerns regarding the psychological services, there has not been any changes made in the past 7 or 8 years. Dr. Smith stated that the staff we hire is reflective of the population of youth we serve. She added the Department is in the middle of doing a contract with University of North Texas, Dallas (UNT) with Dr. Constance Lacy to recruit interns from her program who possess Master's degrees in Clinical Mental Health and Counseling, and 70% of that population is diverse. Dr. Smith continued by stating that she has reached out to Prairie View A & M University, Wylie College and Paul Quinn College and we have not been able to get any interns but she thinks with the UNT we will be able to get some diversity. She also informed the Board that the contract would be ready for review next month. She ended by stating that our interns are not necessarily our call, it depends on who is in the program. Commissioner Price stated that he has had a complaint about this particular contract for some time and it has not changed in terms of its demographics. Concerning this staff, he wants to see where they are assigned and for some reason during the time of securing the budget there was a difference in terms of the amount of staff versus the time being spent with our population. He then asked for a breakdown in terms of where they are. Dr. Smith explained that she had provided the Board with those numbers in April, but would provide the information again. Commissioner Price replied if we are to continue to use those numbers then we have staff that are not spending all their clinical hours with the population.

D. House Bill 1204

Commissioner Price asked what impact does House Bill 1204 have on the County. Dr. Smith replied there is no impact to the County. Commissioner Price then stated that it takes and reassigns young people, so for clarity there is no impact at all. Dr. Smith stated House Bill 1204 allows us to divert 10-11 year olds from the system to a number of community options, to include our Diversion court. She continued by saying it is just a meeting that has to take place with our coordinators, as long as they don't meet the top ten felonies we'll staff the case with the District Attorney's office and if its acceptable, the Department will divert those cases. Dr. Smith added the Department is already doing this. Looking at the data for 10-year olds, we may intake 20 per year and 11-year olds we were up to 42 per year, so it wasn't a large volume of kids. She mentioned the only reason that House Bill 1204 didn't go up to age 12, is because when all the counties pulled their numbers, for 12 year olds entering the system the numbers almost doubled and in some counties they tripled throughout the state. She reiterated that for the Department it is just a matter of making a referral to the Community partners, with no impact to the county.

- Judge Jenkins asked if the youth referred to in House Bill 1204 are being referred from the suburbs or Dallas, both Commissioner Price and Dr. Smith responded "Dallas". Dr. Smith added it is mainly those five highly populated zip codes. Dr. Smith also added when looking at the numbers, the majority of the offenses for 10-11 year olds are misdemeanors, assaults, shoplifting, and some sexual assaults which if approved by the D.A.'s office those youth are diverted. Commissioner Price stated that the numbers reported by the Department did not comport with the numbers reported by Dallas Independent School District (DISD) by either their officers and/or DPD officers that are called to those campuses. Judge Shannon entered the conversation by stating in regards to making the numbers match, they can have more calls and not equate to a referral on a case, so the numbers might not match. Dr. Smith stated DISD has the discretion to make discretionary and mandatory referrals so they may decide to keep those kids. Accordingly, their numbers could theoretically be higher than the kids that are referred to us for an offense and emphasized therefore the numbers will not match because DISD has that leeway to keep some of those referrals as opposed to referring to the Juvenile Department. Judge Shannon then stated for clarity, at staffing these youth will look like they have always looked. Dr. Smith responded they will look like they do now for our Diversion courts. Judge Martin has the Youthful Offenders Diversion court and we will continue to divert those 10-13 year olds to Judge Martin if needed. She added that under House Bill 1204 those youth can be diverted to the CRCG or we can refer to the Community Partners. She ended by saying House Bill 1204 is no different from what we currently do. Judge Shannon then stated for clarity there is no impact on the Department and it will not take any additional resources, but we might see a higher level of referrals potentially to the Youthful Offender Diversion court which would result in a greater caseload to manage. Dr. Smith replied we do not plan to use them if we do not have to, we were using it before House Bill 1204 but now we can use the community resources.

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- The presentation lasted for 3 minutes - 5:16-5:19pm.
- Judge Shannon publicly thanked the Youth Services Advisory Board.
- Judge Miller thanked the Department for their commitment to properly utilizing the Juror funds on behalf of the YSAB Board.

Dr. Smith explained to the Board that going forward, for the Juror Funds recommendations the Program, money, and MOU's will be presented at the same time. She also reminded the Board the amounts presented today have already been approved and what is before the Board are the MOU's totaling \$133,570. She added that AIM, LLC, was not included last time and the cost for that program is \$40,000. Dr. Smith asked Dallas County Juvenile Board to 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 (MOU) with AIM, LLC, Big Thought, Café Momentum, Hayles Educational Incorporated, Sheila Bailey Ministries, and Succeeding at Work for 2017-2018.

- Commissioner Price asked is there a difference other than AIM, LLC in approving this request from the one previously approved at Letot. Commissioner Price stated that he asked specifically and was given MOU's in regards to S B Ministries, so is there anything different? Dr. Smith replied no, they should have been all combined with the money and the MOU combined in one brief but they submitted it separately. She further explained, that is what she mentioned in the opening discussions in this particular Action item. Judge Shannon added, they are all the same amounts we just didn't have the MOU's. Dr. Smith reiterated that AIM was not included in the initial approval.
- Judge Jenkins moved to approve the YSAB Juror Fund Recommendation for FY2018 and the Memorandum of Understanding as follows: AIM, LLC for \$40,000, Big Thought, Café Momentum, Sheila Bailey Ministries, Succeeding At Work, and Hayles Educational Inc.; Judge Martin seconded. The motion passed unanimously.

F. Youth Services Advisory Board (YSAB) Juror Funds Recommendations for Internal Programs for Fiscal Year 2018

Dr. Smith stated she would not be going over the information provided since the Board had just viewed the YSAB presentation, which shows how the juror funds are allocated for the internal programs. She stated the total amount allocated for our internal programs is \$147,607.01, then asked the Board to approve \$147,607.01 for YSAB internal programs for FY2018.

- Judge Jenkins asked what happens to money not spent in a particular fiscal year. Dr. Smith explained that the money is returned to the Juror Fund.
- Commissioner Price moved to the YSAB Juror Funds Recommendation for Internal Programs for FY2018; Judge Jenkins seconded. The motion passed unanimously.

G. Renewal for Non-Residential Contracts for FY2018

Dr. Smith informed the Board 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, and each program would come back each year. She also mentioned 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.

- Commissioner Price asked if all the contracts comply with the metrics set forth. Dr. Smith responded yes and Ms. Denika Caruthers, Legal Advisor for the Department, and Ms. Virginia Ward, Contract Services Manager, both audit the programs to ensure they are up to par. He then asked Ms. Caruthers if all the programs are functioning properly to which she responded yes.
- Commissioner Price moved to approve the Renewal of Non-Residential Contracts for FY2018; Judge Miller seconded. The motion passed unanimously.

H. One Heart-Texas Mentoring Initiative of Juvenile Offenders in Dallas County

Dr. Smith stated the Department has been in on-going conversations with One Heart for approximately four years. 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. She describes it as a mentoring program who will be working with Youth Village and Letot to begin. 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. As such, the Department's 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 Director of Probation Services, Mrs. Leslie Gipson, Deputy Director of Administrative-Executive Services, and Ms. Carmen Williams, Manager of Budget Services. Dr. Smith stated it is recommended the Dallas County Juvenile Board approves participation in the One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County.

- Commissioner Price pointed out that 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. He wanted to know if the Department's research group would be driving the groups. Dr. Smith explained that Baylor would be evaluating the treatment group, as well as a placebo group to see how the research looks in terms of the recidivism and added it is a way to get a comparison group to see if there is a dent in recidivism with mentor's versus with non-mentors. Judge Shannon stated for clarity that fifty youth will have a mentor and the other fifty will not, to which Dr. Smith replied yes. She also introduced to the Board Sung Joon Jang, Ph.D., Baylor's Principal Researcher, and Mr. Darion Thomas from One Heart. Commissioner Price asked how long has the program been in existence. Mr. Thomas responded since 2011. Dr. Smith noted that Mr. Thomas previously worked with our youth with Café Momentum.
- Judge Smith moved to approve the participation in the One Heart - Texas Mentoring Initiative of Juvenile Offenders in Dallas County; Judge Martin seconded. The motion passed unanimously.

- 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

Dr. Smith stated 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. 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. Dr. Smith stated 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.

- Commissioner Price moved to approve the 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; Judge Smith second. The motion passed unanimously.

- J. Contract renewal with Jewish Family Services of Greater Dallas for Fiscal Year 2018

Dr. Smith stated this is one of the ratification contracts previously signed by Commissioner Price so that service would not be interrupted. Ms. Caruthers interjected and stated for the record that it is not ratification but in fact a contract up for renewal with the Department. Dr. Smith then went on record stating this is a contract with the Jewish Family Services of Greater Dallas for FY2018 and the contract is for \$83,986.22. The contract ends August 31, 2018. She stated that 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.

- Commissioner Price moved to approve the Contract Renewal with Jewish Family Services of Greater Dallas; Judge Miller seconded. The motion passed unanimously.

- K. 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.

Dr. Smith stated that due to the amount of information on each of the Processing Offices she would not read the report, but offered to answer any questions the Board may have. She pointed out the data for each office was included in the packet. She also reminded the Board that as previously discussed all Processing offices are now on the same schedule versus the staggered schedule they were previously on; they will all be approved at the same time. Dr. Smith reiterated that unless the Board had some concerns, that she would not read the report.

- Commissioner Price stated he has had the same concerns for years, he stated that he recognized that these schools are heavily populated by Blacks and Hispanics, but he finds it peculiar, even to the proportion of the population that Highland Park and University Park don't seem to have any numbers and in our community our kids are constantly reported. Dr. Smith responded by informing the Board the Department has met with the

Superintendents for Duncanville and Dallas, Grand Prairie Police and Duncanville Police Departments and have been encouraging them to use First Time Offenders Programs. She also stated the Department has met with the six highest referrals agencies; and will continue to meet with them along with presenting them with data. Dr. Smith added the Department has offered money to assist with first time offender programs as a means of keeping the kids with them instead of sending them to the Department. Commissioner Price stated that he is looking for a paper trail stating that we've had these collaborations to put them on notice because at some point someone has to advance the subject and has offered to intercede and provide tools to assist them. Dr. Smith offered to draft a letter for the Board to tweak, stating the letter should come from the Board instead of the Department. Judge Shannon advised Dr. Smith to send a follow-up letter citing topics discussed in the meetings. She continued by stating she understands the Commissioner's concern with the utilization of the processing offices and the referrals. Dr. Smith assured the Board that she and Dr. Jaya Davis, JDAI Coordinator, would construct a letter with the Department's expectations along with any assistance that has been offered. She ended by stating they would include a signature page to show this is also a concern from the Board.

- Commissioner Price moved to approve the Juvenile Processing Offices-DC Schools PD, DISD PD, Desoto PD, Grand Prairie PD & Wilmer PD; Judge Smith seconded. The motion passed unanimously.

L. Approval of Memorandum of Understanding between Dallas County Juvenile Department and Big Thought for Evening Reporting Center

Dr. Smith stated Big Thought, along with our youth, is responsible for the mural painted on the wall at ERC. She stated 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. Ms. Carmen Williams, Budget Manager, has reviewed the financial information. Dr. Smith stated this is year 1 of 3 and the program will be implemented upon final execution of the Memorandum of Understanding. This agreement is for October 1, 2017, to August 31, 2018.

- Judge Martin moved to approve the Memorandum of Understanding between Dallas County Juvenile Department and Big Thought for Evening Reporting Center. Judge Smith seconded. The motion passed unanimously.

M. Approval of Memorandum of Understanding between Dallas County Juvenile Department and Inspire U for Evening Reporting Center

Dr. Smith begin by stating 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 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 programs will be implemented upon final execution of the Memorandum of Understanding. This agreement is for October 1, 2017, to August 31, 2018. Dr. Smith then stated 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.

- Commissioner Price moved to approve the Memorandum of Understanding between the Dallas County Juvenile Department and Inspire U for Evening Reporting Center; Judge Miller seconded. The motion passed unanimously.

N. Approval of Memorandum of Understanding between Dallas County Juvenile Department and Youth Advocate Programs, Inc. for Evening Reporting Center

Dr. Smith stated that this program works with the Evening Reporting Center; this is also year one of three and 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. She stated this agreement is from October 1, 2017, until August 31, 2018; then asked the Board to approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth Advocate Programs, Inc. for the Evening Reporting Center.

- Commissioner Price moved to approve the MOU between Dallas County Juvenile Department and YAP for the Evening Reporting Center; 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 Smith seconded. The motion passed unanimously.
- Commissioner Price moved to convene as the Academy for Academic Excellence; Judge Smith seconded. The motion passed unanimously.

VI. **Public Hearing for Academy for Academic Excellence (AAE) (Limited to 3 minutes per individual or organization)***

Topic: Charter School FIRST Rating Report

- Judge Shannon entertained a motion to open the Public Hearing for Academy for Academic Excellence.
- Judge Miller moved to open the Public Hearing for Academy for Academic Excellence; Judge Smith seconded. The motion passed unanimously.
- Discussion
 - Commissioner Price asked whether the AAE gets an Instructional rating (IR) as other school districts. Ms. Karen Ramos, Deputy Director of Education Services, replied no. She continued by saying we have an alternative accountability rating, in other words, we get the data but we don't have a rating set by the State.
 - Judge Shannon stated for the record Judge Amber Givens Davis arrived at 5:45 pm.
 - Motion to Close

- Commissioner Price moved to close the Public Hearing for AAE; Judge Paula Miller seconded. The motion passed unanimously.

VII. **Discussion Items-Charter School**

O. AAE Charter School Update

Dr. Smith stated we continue to serve the youth and their families through the Food Bank and Clothing closet as well; programming continues at all campuses. She stated that she would not go into the full report but would answer any questions or concerns from the Board.

VIII. **Action Item**

P. Academy for Academic Excellence Budget Amendment #2: Increase in Revenue for IDEA-B

Dr. Smith stated we were allocated an additional \$682.00, which brings the total to \$99,360.00. She then asked the Board to approve the Academy for Academic Excellence Budget Amendment #2: Increase in Revenue for IDEA-B.

- Judge Miller moved to accept the Budget Amendment #2 Increase for IDEA-B; Judge Smith seconded. The motion passed unanimously.
- Judge Shannon asked for a motion to recess as AAE.
- Commissioner Price moved to recess as AAE; Judge Smith 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 Smith 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 at the Administrative Bldg. Fox Conference Room, as they will have Executive Session for that day.
- Judge Smith moved to adjourn; Judge Miller seconded. The motion passed unanimously.
- Meeting adjourned at 5:48 pm.



PUBLIC COMMENTS IV



DISCUSSION ITEMS V



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

September 2017

The Juvenile Department recognized outstanding departmental employee for September 2017: **DCJD Employee of the Month:** Mr. James Downing (District 9).

PROBATION SERVICES DIVISION

The Youthful Offender Court is now under the direction of Lisa Murad, who is also the Drug Court Coordinator.

Community Service Restitution (CSR) Update:

Throughout the month, one hundred and twenty-eight (128) youth completed a total of five hundred and twelve (512) Court-Ordered CSR hours at various approved CSR sites in Dallas County.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **28** youth for psychiatric services during the month. A total of **28** psychiatric consultations were performed with **18** 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, **1** youth was already prescribed psychotropic medication and the medication was discontinued, and **0** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

Janet Reynolds returned to do art with Honors residents and My Sister's Keepers are back from a summer break to do group sessions with Detention girls.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours August: Volunteers: **70** Total Hours: **267.75**

Dallas County HHS Screening: 15 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: RDT girls.

DETENTION			
DETENTION	AUG	SEPT	YTD
Admissions	188	229	2148
Releases	201	229	2119
ADP	162	173	174
Detention Hearings	440	409	4216
TJJD/Placement Trips	6	13	83
Local trips	56	70	678
Youth transported	7	46	210
START	AUG	SEPT	YTD
Admissions	6	0	68
Releases	3	4	86
Successful	3	1	52
Unsuccessful	0	3	6
Administrative	0	0	28
ADP	7	7	21

September Special Programs/Events:

Movie Night: Movies and refreshments made possible by Snickers Church
 - No movies this month

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 participated in an art project consisting of paint on canvas and started a program for drug education. Also, a new level system has started; level four residents receive certificates based on their points and behavior and if the residents reach over 1,700 points, they become All Stars.

HILL CENTER			
	AUG	SEPT	YTD
Admissions	27	31	272
ADP	17	28	28
Releases	26	22	270
Total Youth Served	50	55	303

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

Volunteer Services: 7 groups consisting of 15 individuals provided a total 47.35 hours of service.

MEDLOCK CENTER

New Initiatives: On September 27th, TJJD Independent Ombudsman was on campus to conduct a routine site visit. During the visit, the Ombudsman requested additional information regarding the process of reviewing incident report documentation and room restriction observation logs.

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

Medical Services: Eleven (11) youth were transported from Medlock to the Dr. Jerome McNeil Jr. Detention Center for routine dental care. One (1) youth was transported to Parkland hospital for follow-up medical services.

Training Services: Staff received Online/Web training to assist with retaining re-certification training hours. Suicide Prevention training was facilitated by Dr. Maxey and Dr. Maliti. Trauma-Informed Care was facilitated by Frederick Jernigan. Open enrollment benefits training was conducted by Shirel Vault.

MEDLOCK			
	AUG	SEPT	YTD
Admissions	3	6	55
Released	9	6	67
Successful	8	6	62
Unsuccessful	1	0	5
Administrative	0	0	0
ADP	38	36	44
Total Youth Served	45	42	103
START			
	AUG	SEPT	YTD
Admissions	6	3	54
Releases	11	8	28
Successful	11	7	27
Unsuccessful	0	1	1
Administrative	0	0	0
ADP	35	29	32
Total Youth Served	42	34	54

Volunteer/Intern Hours: Thirteen (13) volunteers provided thirteen (13) hours of service. The Potter's House provided five (5) hours of service. The Pleasant Valley Baptist Church provided three (3) hours of service. Life Quest Essentials provided four (4) hours of service. Let's Get It Fitness Group provided one (1) hour of service.

YOUTH VILLAGE

On Campus: Family Training, Concord Ministries Program, Horticulture Program, PREP Program, Culinary Arts/Food Handlers Program, Career Management Class, Dallas Chamber Symphony, Art Therapy, Anger Management.

Off Campus: One (1) resident transported for his hand therapy appointment. Five (5) residents were transported to Detention Center for Review Hearings. Three (3) residents were transported to Detention Center for dental appointment. Five (5) residents transported to Café Momentum work program.

Volunteer/Intern Hours: Six (6) individual volunteers provided seventy-two (72) hours of service. Two (2) chaplain volunteers provided two (2) hour of service. Eighteen (18) group program volunteers provided one-hundred-twenty (120) hours of service for a total of one-hundred-ninety-four (194) hours for the month.

Training: Staff received Online/Web training to assist with retaining TJJD re-certification training hours. Suicide Prevention training was facilitated by Dr. Maxey and Dr. Maliti. Trauma-Informed Care was facilitated by Frederick Jernigan. Open enrollment benefits training was conducted by Shirel Vault.

Medical Services: Nineteen (19) residents were seen for sick call requests. Nine (9) residents were treated at the Med Van on campus and no 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: Zero (0) reportable injuries.

Escape/Furlough: No reportable escapes or runaways.

YOUTH VILLAGE			
	AUG	SEPT	YTD
TOTAL			
Admissions	12	8	69
Released	46	2	51
Successful	56	1	42
Unsuccessful	14	1	8
Administrative	12	0	1
ADP	46	45	35
Total Youth Served	85.5	50	99
YOUTHFUL OFFENDERS			
	AUG	SEPT	YTD
Admissions	1	0	4
Releases	1	2	8
Successful	0	1	5
Unsuccessful	1	1	3
Administrative	0	0	0
ADP	6	6	8
Total Youth Served	8	7	13

LETOT CENTER

Community Initiatives: Non-Residential Services received 43 referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

Judge Shannon continues to preside over the ESTEEM Court, with three (3) youth and families attending ESTEEM Court. There are two (2) youth actively participating in the ESTEEM court aftercare program. One (1) youth began services. Zero (0) successfully completed, Zero (0) were unsuccessfully discharged, and zero (0) were neutrally discharged. Three (3) youth were referred this month. Aim, Functional Family Therapy, and Clinical have been providing services.

LETOT CENTER			
RESIDENTIAL	AUG	SEPT	YTD
Admissions	16	24	181
Releases	16	21	184
ADP	17	19	22
Total Youth Served	33	41	204
INTAKE/ORIENTATION			
Admissions	50	68	597
Releases	52	68	596
ADP	1	1	1
Total Youth Served	53	69	597

Monthly Community Connection:

Letot Clinical Psychological Services: Six (6) families were referred for Clinical services.

Non-Residential Unit: There was a site visit scheduled to Promise House to extend our services to the children in need. Non-Residential Unit also conducted two school visits to Francisco Medrano School and Thomas Jefferson High School.

Residential: Health Screens – 21, Call Backs – 3, Doctor's visits – 19

Volunteer Services: Faith-Based Volunteers: worship and religious study – 6 volunteers, 5.75 hours; Life Skills Volunteers: visiting and teaching - 11 volunteers, 11.25 hours; for a total of 17 volunteers who provided 17 hours of volunteer service.

Clinical Services:

Residential Services: 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 morning and evening.

Non-Residential Services: Clinical Services for the Non-Residential Unit included 13 individual 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 (5) Intakes to determine the appropriateness of the individual for Residential or Non-Residential Services as well as psychological assessments. Four (4) 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 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 19 residents from August 23rd to September 25th, 2017. Four girls successfully discharged and one was admitted.

Drug Education is being provided by the 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.

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 their group of peers.

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

Volunteer Groups:

Big Thought: Residents participated 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 may 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 they 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 and two youth had scheduled follow-up appointments. 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.

September 2017 Referrals

	Alleged Delinquent Behavior														Alleged CNS Behavior										Other Referrals				All Referrals										
	Total Delinquent														Total CNS										Total Other														
	Class A & B Misdemeanors														Status Only										Other Administrative														
	Total Felony														Other than Status Only										Contract Detention														
	Violations of Court Order														Runaway										Crisis Intervention														
	Total Delinquent														Violations of Court Order										Total CNS										Total Other				
	Class A & B Misdemeanors														Status Only										Other Administrative				Contract Detention										
	Total Felony														Violations of Court Order										Total CNS										Total Other				
	Total Delinquent														Violations of Court Order										Total CNS										Total Other				
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	Total Delinquent																																						

472 youth accounted for the 493 total referrals.

September 2017 Detentions

	Alleged Delinquent Behavior																	Alleged CINS Behavior										Other Detentions				Total Detentions																	
	Felonies																	Class A & B Misdemeanors																	Violation of Court Order				Total CINS						Other Detentions				
																																							Status Only										Other than Status Only
	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Other CINS	Sex Offenses	Liquor Laws	Disorderly Conduct	Property (was Theft)	Alt. Ed. Expulsion	Runaway	Truancy	Other CINS	Other Administrative	Contract Detention	Crisis Intervention	Other Administrative	Total Other	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other	Total CINS																			
Male	1	8	15	11	0	4	8	1	3	0	5	56	80%	2	20	6	7	10	16	0	117	75%	34	85%	0	1	0	0	0	0	0	1	33%	22	0	0	22	76%	174	76%									
Female	0	2	1	7	0	1	0	0	2	0	1	14	20%	0	16	2	1	3	4	0	40	25%	6	15%	0	2	0	0	0	0	0	2	67%	7	0	0	7	24%	55	24%									
												70								157		40								3				29		229													
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3%	1	0%	1	0%										
Black	1	5	8	12	0	0	5	0	0	0	3	34	49%	1	16	5	4	4	11	0	75	48%	22	55%	0	2	0	0	0	0	0	2	67%	6	0	0	6	21%	105	46%									
Hispanic	0	4	8	3	0	5	3	1	4	0	3	31	44%	1	18	3	3	8	7	0	71	45%	18	45%	0	0	0	0	0	0	0	0	0%	9	0	0	9	31%	98	43%									
White	0	1	0	3	0	0	0	0	1	0	0	5	7%	0	2	0	1	1	2	0	11	7%	0	0%	0	1	0	0	0	0	0	1	33%	13	0	0	13	45%	25	11%									
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
												70								157		40								3				29		229													
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	1	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%									
11 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	2	0	0	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1%									
12 Years Old	0	0	0	1	0	0	1	0	1	0	0	3	4%	0	3	1	1	1	0	0	9	6%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	4%									
13 Years Old	0	3	1	3	0	0	0	0	0	0	0	7	10%	0	6	0	0	1	1	0	15	10%	1	3%	0	0	0	0	0	0	0	0	0	4	14%	20	9%												
14 Years Old	0	1	0	6	0	3	1	0	1	0	0	12	17%	0	9	3	1	2	3	0	30	19%	4	10%	0	1	0	0	0	0	0	1	33%	4	0	4	14%	39	17%										
15 Years Old	0	1	7	3	0	1	4	1	1	0	2	20	29%	0	9	1	1	4	4	0	39	25%	15	38%	0	0	0	0	0	0	0	0	0%	5	0	5	17%	59	26%										
16 Years Old	1	5	6	5	0	1	2	0	2	0	4	26	37%	2	4	3	4	4	11	0	54	34%	7	18%	0	1	0	0	0	0	0	1	33%	13	0	13	45%	75	33%										
17+ Years Old	0	0	2	0	0	0	0	0	0	0	0	2	3%	0	2	0	1	1	1	0	7	4%	13	33%	0	1	0	0	0	0	1	33%	3	0	3	10%	24	10%											
												70								157		40								3				29		229													

225 youth accounted for the 229 total detentions.



DISCUSSION ITEM B.



JJAEP

Director's Report

September 2017

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

September 22nd was an early release day for students. Staff attended content meetings to review data from pre and post assessments and shared instructional strategies to increase student achievement.

September 29th was the last day of the 1st 6-weeks. Teachers input grades to finalize student report cards.

One student submitted an application for the Hispanic Scholarship Award.

Campus Enrollment 51

Campus Life at a Glance

September has been a successful month. Our students have adjusted to and are meeting our academic and behavioral expectations. Our newly implemented weekly Perfect Attendance is a success. Each Friday, we recognize and celebrate those students that have been in attendance for the week.

Our JSOs have done an excellent job implementing lessons for our Social Skills class using our Character and Leadership Curriculum. Students have studied four virtues so far, one every two weeks. The four virtues have been Attitude, Preparation, Perseverance, and now Respect. The newly implemented Community Circles have been successful. Students are responding well to the community building topics.

Case Manager Michelle Sims has started a weekly group as part of our Tier 2 response to students with significant needs. Mrs. Sims is using the Youth Connection Curriculum that she received as a result of training she attended last year. Several students meeting certain criteria have been selected to participate.

As part of our safety and security measures, faculty and students practiced our fire and tornado drills. We are updating our Emergency Response Guide and will be holding several meetings to discuss the content of the guide.

Instruction at a Glance

Our students continue to experience rigorous learning through a variety of platforms. The first six-weeks ended on the 25th and report cards were delivered to students. Our students attended school for a half day and our teachers had a half day of professional development. As part of our half day activities, students heard from a guest speaker. Dr. Adams, Case Manager Joe Arrington, and JSO Lakesha Fox planned and invited our speaker, Mr. Sean Clifford. Mr. Clifford is with the Grant Halliburton Organization and presented the # TAG presentation. He provided students with information on how to recognize the signs of depression and ways to help themselves and others.

Mrs. Crear, our counselor, and Ms. Paige, our attendance clerk, coordinated our A/B honor roll and perfect attendance celebration recognizing those students who made the 1st six weeks A/B Honor Roll and Perfect Attendance. Funds from YASB were used to purchase pizza and students left with a special certificate honoring their accomplishment. Ten students were recognized for Perfect Attendance and/or A/B honor roll.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT						
Student Enrollment as of :		9/29/2017	Total Enrollment:		51	
Students on Probation/Spv.:		28	54.90%			
OFFENSE STATUS						
Disc.:		14	27.45%	Mand.:		37
				72.55%		Plmt.:
						0
						0.00%
DEMOGRAPHICS						
Category			Category			
GENDER			DISTRICT	Number	Percent	
Male			CFB-904	0	0.00%	
Female			CHISD-904	0	0.00%	
40	78.43%		Coppell-992	0	0.00%	
			Desoto-906	5	9.80%	
GRADE	Number	Percent	DISD-905	11	21.57%	
3	0	0.00%	Duncanville-907	10	19.61%	
4	0	0.00%	Garland-909	7	13.73%	
5	0	0.00%	GPISD-910	2	3.92%	
6	1	1.96%	HPISD-911	0	0.00%	
7	4	7.84%	IRVING-912	4	7.84%	
8	7	13.73%	Lancaster-913	2	3.92%	
9	15	29.41%	Mesquite-914	6	11.76%	
10	11	21.57%	RISD-916	4	7.84%	
11	5	9.80%	Sunnyvale-919		0.00%	
12	8	15.69%				
	51	100.00%		51	100.00%	
AGE	Number	Percent	ETHNICITY	Number	Percent	
10	0	0.00%	African American	20	39.22%	
11	1	1.96%	Asian	1	1.96%	
12	1	1.96%	Caucasian	2	3.92%	
13	4	7.84%	Hispanic	28	54.90%	
14	4	7.84%	Native American	0	0.00%	
15	17	33.33%		51	100.00%	
16	8	15.69%				
17	12	23.53%				
18+	4	7.84%				
	51	100.00%				
OFFENSE DESCRIPTIONS				Number	Percent	
D-12	Serious Misbehavior			6	11.76%	
D-14	Misdemeanor Drugs			0	0.00%	
D-15	Felony Criminal Mischief			0	0.00%	
D-16	Court/County Placement			0	0.00%	
D-17	Assault Against Employee			0	0.00%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)			1	1.96%	
D-19	False Alarm/Terroristic Threat			5	9.80%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary			2	3.92%	
M-01	Weapons/Firearms			7	13.73%	
M-02	Weapons other than Firearm			4	7.84%	
M-03	Aggravated Assault			7	13.73%	
M-04	Sexual Assault			2	3.92%	
M-05	Aggravated Sexual Assault			0	0.00%	
M-06	Arson			1	1.96%	
M-07	Murder Offenses/Manslaughter			0	0.00%	
M-08	Indecency with a Child			1	1.96%	
M-09	Aggravated Kidnapping			0	0.00%	
M-10	Felony Drugs			13	25.49%	
M-11	Retaliation Against Any Employee			1	1.96%	
M-12	Aggravated Robbery			1	1.96%	
P-16	Court Placement			0	0.00%	
				51	100.00%	
DETENTION; PLACEMENT or WARRANTS:				0	0.00%	
SPECIAL EDUCATION STUDENTS:				5	9.80%	
Avg. Daily Attendance:		41	86.96%	Cum. SY Daily Attendance:		41
						79.00%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

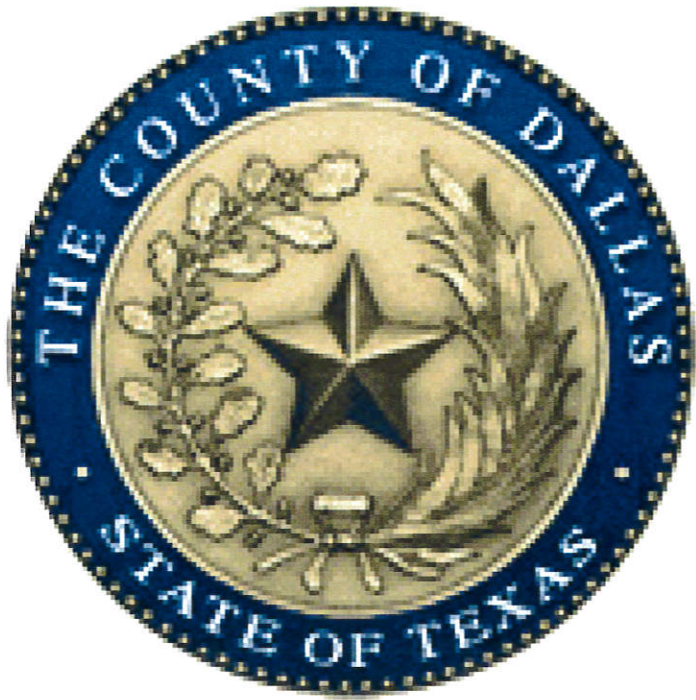
2017-2018 School Year

The month of September began with 61 students and ended with 51 students enrolled to attend the Dallas County's JJAEP. On average, there were 41 or 86.96% of the students attending on any given day in September. Of the 51 students enrolled at month end, there were 14 discretionary referrals; 0 placement; and 37 mandatory referrals.



ACTION ITEMS

VI



ACTION ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: October 23, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Certification of the Letot Center

Background of Issue:

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

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

- (a) A non-secure correctional facility for juvenile offenders may be operated only by:
 - (1) a governmental unit, as defined by Section 101.001, Civil Practice and Remedies Code; or
 - (2) a private entity under a contract with a governmental unit in this state.
- (b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect, at least annually, all non-secure correctional facilities that are located in the county and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:
 - (1) current monitoring and inspection reports and any noncompliance citation reports issued by the Texas Juvenile Justice Department, including the report provided under Subsection (c), and the status of any required corrective actions; and
 - (2) the other factors described under Sections 51.12(c)(2)-(7).

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

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

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

Current Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments who operate or contract for the operation of facilities to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities or TJJD standards for post-adjudication secure detention facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend the Juvenile Board certify the Letot Center as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations

The Letot Center is located at 10505 Denton Dr., Dallas, Texas 75220, and provides temporary or emergency care services and supervision for up to 40 youth, ages 10-17, who are deemed appropriate for the Letot Center setting by the Court. Residents at the Letot Center are either awaiting court disposition, re-entry into the community, or awaiting transportation to a long-term placement facility. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community mentors. In FY2017, the Letot Center served a total of 239 residential clients for an average length of stay of 28 days, and an average daily population of 21 residents. The facility is licensed by the Texas Department of Family and Protective Services (TDFPS).

Strategic Plan Compliance

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

Legal Information:

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

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended.

Recommendation:

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

Recommended by:



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

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

JUVENILE BOARD ORDER

ORDER No: 2017-XXX
DATE: October 23, 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 23rd 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,** section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the Juvenile Court and a majority of the members of the Juvenile Board to personally inspect the juvenile non- secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and
- WHEREAS,** section 51.126 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and Juvenile Board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and
- WHEREAS,** each judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected the Letot Center; and
- WHEREAS,** as a result of the personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Letot Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

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

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

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: 2017 Annual Review of the Letot Center Policy and Procedures

Background of issue:

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

§341.3. Policy and Procedures.

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

§341.9. Policy and Procedure Manual.

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

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

§343.2. Administration and Management.

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

Discussion:

The Juvenile Department is presenting the Letot Center Policy and Procedures for annual review and approval of the Juvenile Board.

Strategic Plan Compliance:

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

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

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Legal Information:

The current changes to the Letot Center Policies and Procedures manual were approved by the Juvenile Department's Legal Advisor, Ms. Denika Caruthers, as to form. A red line copy of the manual is available for review.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2017 Policy and Procedures for the Letot Center. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2017 –XXX
DATE: October 23, 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 23rd 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,** standards published by the Texas Juvenile Justice Department (TJJD) mandate the Juvenile Board to adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Probation Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Letot Center policies and procedures are fully compliant in accordance to the Texas Department of Family Protective Services Minimum Standards for Residential Services, Chapter 745 and Chapter 748; and
- WHEREAS,** as a result of the Juvenile Board's tour and inspection on October 23, 2017, the Judges of the Juvenile District Courts and the Dallas County Juvenile Board deemed the Letot Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2017 Letot Center Policies and Procedures.

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

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: October 23, 2017
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
RE: Certification of the Letot Residential Treatment Center Post-Adjudication Secure Facility

Background of Issue:

Section 51.125 of the Texas Family Code, added by the 80th Legislature, sets guidelines for inspection of post-adjudication secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.125A- Post-Adjudication Correctional Facilities.

(b) In each county, each judge of the juvenile court and a majority of the members of the juvenile board shall personally inspect all public or private juvenile post-adjudication secure correctional facilities that are not operated by the Texas Juvenile Justice Department and that are located in the county at least annually and shall certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children. In determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider:

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

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

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

Currently Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments who operate or contract for the operation of facilities to comply with TJJD's minimum standards, to receive Texas Juvenile Justice Department funding. The purpose of this briefing is to recommend the Juvenile Board certify

96 beds at the Letot Residential Treatment Center as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations:

The Letot Residential Treatment Center has a residential capacity of 96 female youth. It is comprised of 3-12 month (or until completion) term residential treatment, and the Residential Drug Treatment Program (RDT). The age range for the youth in the RDT/Residential Treatment Program ranges from 13-17. It is noted that the Letot Residential Drug Treatment program is also licensed by the TJJD for the provision of residential drug treatment.

Strategic Plan Compliance:

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

Legal Information:

The Texas Family Code requires the members of the Juvenile Board to personally inspect the Letot Residential Treatment Center and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Letot Residential Treatment Center is \$256.02 based on projections, the total FY'17 cost for operating the program being \$1,401,343.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify the Letot Residential Treatment Center as suitable for the confinement of youth in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Juvenile Department also recommends the facility be certified for 96 beds.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, Section 51.125 of the Texas Family Code sets guidelines for inspection of post-adjudication secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each judge of the juvenile court and a majority of the members of the Juvenile Board to personally inspect the juvenile post-adjudication secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

WHEREAS, Section 51.125 of the Texas Family Code adds that in determining whether a facility is suitable or unsuitable for the confinement of children, the juvenile court judges and juvenile board members shall consider current monitoring and inspection reports, any noncompliance citation reports issued by the Texas Juvenile Justice Department, the status of any required corrective actions, and current governmental inspector certification regarding the facility's compliance with local fire codes and local building codes, the number of allegations of abuse, neglect, or exploitation, the availability of health and mental health services, the availability of educational services, and the overall physical appearance of the facility, including the facility's security, maintenance, cleanliness, and environment; and

WHEREAS, each judge of the juvenile court and a majority of the members of the Juvenile Board personally inspected the Letot Residential Treatment Center; and

WHEREAS, the Juvenile Department recommends the facility be certified for 96 beds; and

WHEREAS, it is comprised of 3-12 month (or until completion) term residential treatment, and the Residential Drug Treatment Program (RDT).

WHEREAS, the age range for the youth in the RDT/Residential Treatment Program ranges from 13-17

WHEREAS, it is noted that the Letot Residential Drug Treatment program is also licensed by the TJJD for the provision of residential drug treatment.

WHEREAS, as a result of that personal tour and inspection, the judges of the juvenile court and the Dallas County Juvenile Board deemed the Letot Residential Treatment Center to be suitable for the confinement of children in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board certifies the Letot Residential Treatment Center as suitable for the confinement of children in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities.

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: October 23, 2017
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
RE: Approval of the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility

BACKGROUND OF ISSUE:

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

§341.3 Policy and Procedures

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

§341.9 Policy and Procedure Manual

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

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

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

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

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

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

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

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

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

DISCUSSION:

The Juvenile Department is presenting the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility for approval by the Juvenile Board.

STRATEGIC PLAN COMPLIANCE:

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

LEGAL ISSUES:

The Policy and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor and Ms. Zakiyyah Terrell, Quality Assurance Administrator. A copy of the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility is available for Juvenile Board review.

RECOMMENDATION:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2017 Policy and Procedures for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility and authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled annual meeting.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Director of Juvenile Services or designee to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Juvenile Department is presenting the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the 2017 Policy and Procedures Manual for Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility.

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

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Indigent Defense Plan-2017

Background of Issue:

The purpose of this briefing is to obtain Juvenile Board's approval of the edits made to the Indigent Defense Plan for Juvenile Courts.

The Fair Defense Act (FDA) requires adoption and publication of written plans for appointment of counsel in criminal and juvenile cases. The plans must be submitted to the Texas Indigent Defense Commission in each odd-numbered year no later than November 1st. Article 26.04(j)(4) Code of Criminal Procedure-Attorneys, states that attorneys handling indigent juvenile delinquency cases must report the percentage or their practice time devoted to such cases for the previous 12-month period (October 1-September 30). Revisions have been made to the plan to be in compliance with the submission portal, <http://tidc.tamu.edu/attorneyreporting>. Signage has been posted reminding attorneys of the portal and the reporting requirements. The Texas Task Force on Indigent Defense has standardized the format of the plans. The plans are now submitted electronically and may be changed whenever edits are required.

Strategic Plan Compliance:

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

Financial Impact/Considerations:

Dallas County must comply with FDA and Texas Task Force on Indigent Defense requirements to be eligible to receive funding from the Task Force.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the request to comply with FDA and Texas Task Force on edits of the Indigent Defense Plan and authorize the Juvenile Board Chairman to submit the Revised Plan.

Recommended By:


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

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

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Dallas Juvenile Board Plan

Preamble

11/30/2009

The 304th and 305th Juvenile District Courts of Dallas County shall use a system of appointment of attorneys for indigent Respondents, which includes a combination of the Public Defender's Office and Private Attorneys.

Prompt Detention Hearings

7/21/2010

- A. A child taken into custody must either be brought to a juvenile processing office without unnecessary delay where they may not be detained for longer than six hours pursuant to §52.025, Family Code, or another disposition authorized by §52.02, Family Code, including referral to the office designated by the juvenile board as intake for the juvenile court. The intake officer shall process the child according the requirement of §53.01, Family Code, and shall also inform the child and the child's parents of the right to appointed counsel if they are indigent and provide a form for the purpose of determining eligibility for appointment of counsel. If the child is not released by intake, then a Detention Hearing shall be held not later than the second working day after the child is taken into custody unless the child is detained on a Friday, Saturday or listed holiday in which case the detention hearing shall be held on the first working day after the child is taken into custody.
- B. Prior to the detention hearing the court shall inform the parties of the child's right to counsel and to appointed counsel if they are indigent, and of the child's right to remain silent as to the alleged conduct.
- C. The detention hearing may be conducted without the presence of the child's parent(s) or other responsible adult(s), however, in these cases the court must immediately appoint counsel or a guardian ad litem to represent the child.
- D. The court shall provide the attorney for the child access to all written matter to be considered by the Court in making the detention decision.

Indigence Determination Standards

11/30/2009

The child's indigency is determined by the assets and income of the parent or other person responsible for the support of the child. Parents or other person's responsible for the support of the child shall be required to complete a financial information sheet provided by the Juvenile Probation Department for filing among the papers of the Court. Financial ability shall be determined from the information required in the document. A parent who fails to file a financial statement is presumed to be not indigent.

The Court in its discretion may conduct an Indigency Proceeding if the parent(s) or other person(s) responsible for the support of the child fails to submit the Financial Information Statement.

The Court can require the child and the child's parent(s) or other person(s) responsible for the child to respond to questions about the child's household financial status, produce documentation supporting financial information provided, and/or order a court official to verify the financial information provided.

Information gathered for determining indigence, both in the Financial Statement and through oral examination, may not be for any purpose other than:

1. Determining if the child is (or is not) indigent; or
2. Impeaching direct testimony of the child or the child's parent(s)/person(s) responsible for the support of the child regarding the child's indigence.

A child determined to be indigent is presumed to remain indigent for the remainder of the case unless a material change in the child's financial circumstances occurs.

A child's status as indigent or not indigent may be reviewed in a formal hearing at any stage of the court case. The child's indigent status will be presumed not to have changed. The presumption can be rebutted in the review proceedings based on the following:

- Evidence of a material change in the child's parent(s)/person(s) responsible for the support of the child and the child's financial circumstances; or

- Additional information regarding the child's parent(s)/person(s) responsible for the support of the child and the child's financial circumstances shows that they do not meet the standard of indigence contained in this plan.

If a child previously determined to be indigent is subsequently determined not to indigent the Court may order the child's parent(s) or other person(s) responsible for the child to pay the costs of the legal services to the attorney.

In determining whether a child is indigent the Court will take into consideration the parent's (or other person responsible for the child) income, assets, property owned, outstanding obligations, necessary expenses, and the number and ages of dependents of the parent. If the Court determines that the amount of real disposable income is less than the fee charged by competent counsel in Dallas County, Texas then the child will be presumed to be indigent.

In some instances parents or other persons responsible for the child request the appointment of private counsel although they are financially able to retain counsel. In these circumstances the Court shall appoint counsel in compliance with the terms of this plan but will notify the parent or other responsible party that they will be required to pay some portion or all of the expense of the attorney, including expenses and costs if their Financial Information Statement indicates the financial ability to do so.

Minimum Attorney Qualifications

10/13/2015

Minimum Attorney Qualifications:

Attorneys must apply to each Court to be included on the Public Appointment List by submitting the attached Application/Affidavit with the Court Administrator. After submission of the Application/Affidavit with the Court Administrator and review by the Judge, the attorney will be

~~assigned to a category based on his/her qualifications and tentatively placed on the appointment list~~
pending ratification by the Juvenile Board at the next regularly scheduled meeting for consideration of the Public Appointment List. Said lists shall be submitted for approval to the Juvenile Board annually.

To be eligible for an appointment list, an attorney must meet the following minimum standards:

General Requirements:

1. All attorneys on the appointment list must ensure all information on their application is correct;
2. An attorney must be a licensed practicing attorney and a member in good standing with the State Bar of Texas;
3. An attorney shall complete a minimum of 6 hours of Continuing Legal Education (CLE) in the area of Juvenile Law and procedure each year. All attorneys on the appointment list must file a certificate with the Court's Administrator each year attesting to completion of the required CLE or submit documentation showing that the attorney is certified as a specialist in Juvenile Law. Continuing legal education activity completed within a one year period immediately preceding an attorney's initial reporting period may be used to meet the educational requirements for the initial year. Continuing legal education activity completed during any reporting period in excess of the minimum of required hours for such period may be applied to the following period's requirement. The carryover provision applies to one year only;
4. An attorney shall submit by October 15th each year a statement that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in this county for adult criminal cases and juvenile delinquency cases for the prior 12 months that begins on October 1 and ends on September 30. The report must be submitted **by the attorney through the electronic reporting portal** utilizing the online form to the Texas Indigent Defense Commission/form prescribed by the Texas Indigent Defense Commission.
5. Must be knowledgeable in juvenile law and be aware of collateral consequences of a juvenile adjudication and disposition;
6. Must maintain an office capable of receiving email, fax and telephone calls;

7. Must have the ability to produce typed Motions and Orders.

Continuing Legal Education may include self-study, teaching at an accredited CLE activity, or other CLE activities accredited under Section 4, Article XII, of the State Bar Rules.

Attorneys placed on the list for appointments must provide proof during each 12 month reporting period that they meet the minimum CLE requirements. Attorneys who fail to provide proof that they meet the CLE requirements will be removed from the list.

Qualifications Per Category

I. CINS CHARGES

- A. Meet the General Requirements;
- B. Must have a minimum of 1 year work experience in the practice of law or participation as counsel/co-counsel on three (3) juvenile cases.

II. DELINQUENCY CHARGES WITH NO TJJD COMMITMENT POSSIBLE:

- A. Meet the General Requirements;
- B. Have a minimum of one (1) year experience in the practice of law or participate as counsel/co-counsel in five (5) juvenile cases.

III. DELINQUENCY CHARGES WITH TJJD COMMITMENT POSSIBLE:

- A. Meet the General Requirements;
- B. Have a minimum of two (2) years in the practice of law or participation as counsel/co-counsel in ten (10) juvenile cases. A minimum of 10 hours of certified CLE credit in juvenile law each year or Board Certified in Juvenile Law.

IV. DETERMINATE SENTENCING CHARGES:

- A. Meet the General Requirements;
- B. A minimum of three (3) years experience in the practice of law or participation as counsel/co-counsel in 15 juvenile cases. A minimum of 10 hours of certified CLE credit in Juvenile Law each year of Board Certified in Juvenile Law.

V. CERTIFICATION CHARGES (Discretionary Transfer to Criminal Court):

A. Meet the General Requirements;

- B. A minimum of three (3) years experience in the practice of law or participation as counsel/co-counsel in 20 juvenile cases. A minimum of 10 hours of certified CLE credit in juvenile law each year or Board Certified in Juvenile Law.

VI. MENTAL HEALTH ISSUES AND APPEALS:

A. Meet the General Requirements;

- B. At least the requirements qualifications for determinate sentencing charges or Board Certified in Juvenile Law.

Duties of Appointed Counsel

Appointed counsel shall:

1. Make every reasonable effort to:

- Contact the child by the end of the first working date on which the attorney is appointed; and
- Interview the child as soon as practicable after the attorney is appointed.

2. Represent the child until:

- The case is terminated;
- The family retains an attorney;
- The attorney is relieved of his/her duties by the court or replaced by other counsel.

3. Investigate, either by self or through an investigator, the facts of the case and be prepared to present any factual defense that may be reasonably and arguably available to the child.

4. Brief the law of the case and be prepared to present any legal defense that may be reasonably and arguably available to the child.

5. Be prepared to negotiate with the prosecutor for the most favorable solution of the case as can be achieved through a plea agreement.

6. Be prepared to try the case to conclusion either with or without a jury;

7. Be prepared to file post-trial motions, give notice of appeal and ensure that the Court is advised of the child's desire to appeal the case so that counsel can be appointment if needed and/or required.
8. Maintain reasonable communication and keep the child informed of the status of the case.
9. Advise the child on all matters involving the case and such collateral matters as may reasonably be required to aid the client in making appropriate decisions about the case.
10. Perform the attorney's duty owed the child in accordance with the procedures, the requirements of the Code of Criminal Procedure and the Family Code, and applicable rules of ethics.
11. Manage attorney's workload to allow for the provision of quality representation and the execution of the responsibilities listed in these rules in every case.
12. Contact the court immediately by fax, email, phone or personal contact if for any reason the appointment cannot be accepted.

Prompt Appointment of Counsel

Section Pending Approval

10/18/2017

Appointment after Adjudication or Certification Petition served when child is in custody

The Juvenile Courts of Dallas County require that if charges are to be filed on a child in custody, that the same be filed within ten (10) days of the initial detention hearing. If a child is in custody when his or her first detention hearing is held, Section 51.10(f) requires that an attorney be appointed, if it is determined that the child's family cannot afford to employ counsel. Section 51.10 (c) further requires that if for any reason the child is not represented by counsel at the initial detention hearing and the child is detained, the court is required to "immediately" appoint counsel or order parents to retain counsel if the court has determined that they are financially able to do so.

Since it is often difficult to make a determination of financial need in a timely fashion, the Juvenile Public Defender will be appointed to represent all children in custody for their detention

hearings. Parents will be advised that they have the right to retain private counsel at any stage of the proceedings and said private counsel may appear to represent the child for his/her detention hearing. In the absence of private counsel (either retained or otherwise appointed herein) the public defender will continue representation at the detention hearing for so long as the child remains in custody. Upon the filing of an adjudication or certification petition, if the family is financially unable to employ counsel, the Juvenile Public Defender will continue the appointment on the case unless replaced by a private attorney on the public appointment list. The preference shall be for the continuation of the Public Defender unless a conflict exists, the complexity of the case requires another appointment, or the caseload of the Public Defender requires the appointment of private counsel. In all cases where counsel is required to be appointed the same will be accomplished pursuant to the plan as set forth herein.

The attorney appointed (whether Public Defender or Private Attorney from the Public Appointment list) shall make every reasonable effort to contact a child in detention by the end of the first working day after receiving the notice of appointment or inform the court that the appointment cannot be accepted. Contacting the child in detention may be by personal visit (including contact during a detention hearing), by phone, or by video teleconference. Contacting the court may be by fax, email, phone or personal visit.

Appointment after Adjudication or Certification Petition served when child not in custody.

If a child is released at the initial detention hearing, or was released by intake, or referred to the Juvenile Court without being in custody, then there is no need under Section 51.01 for appointment of counsel unless and until a petition for adjudication or discretionary transfer is filed. If a petition is filed then the Court is required by Section 51.101 to determine indigency and if it is determined that the family is indigent, appointment becomes necessary not later than five working days after the petition is served on the child. Because the Court has no financial information on the parents to make a determination of indigency at the point of service, the Public Defender's office will be appointed at the time the service of citation is issued in order to comply with the Statute. The

parents will receive notification of the appointment of the Public Defender with their citation and will be advised that the appointment will be reviewed by the Court at the child's first Court hearing at which time the Public Defender may be continued on the case or Private Counsel appointed if the family has not retained counsel. Along with the citation and appointment, parents will additionally receive a Financial Information Statement with instructions to complete the Statement before the child's first hearing for the Court's review in making appointments on the case because of indigency. If indigency is determined at the initial hearing and appointment of counsel needs to continue, preference shall be given to the appointment of private counsel from the Public Appointment List in the manner herein outlined to allow the Public Defender to be primarily appointed for children in custody.

Appointment after Modification Motion filed

If a child is already on judicial probation and a Motion to Modify is filed that seeks either revocation with commitment to the Texas Juvenile Justice Department or modification to require confinement in a secure local facility, then indigency must be determined upon the filing of the petition and if the family is determined to be indigent, appointment of counsel made within five days of filing the motion. The obligation to determine indigency arises from the filing of the Motion to Modify, rather than from serving it, since the law does not require that a Motion to Modify be served. (Section 54.05 (d) merely requires that reasonable notice be given to all parties).

If the Motion to Modify seeks revocation and commitment to the Texas Juvenile Justice Department, then under Section 54.05(h) and 51.10(b)(4) both an attorney and a hearing before the Juvenile Court are required and cannot be waived. If the Motion seeks confinement in a secure facility for more than 30 days, then both an attorney and hearing are required. If the motion seeks confinement in a secure facility for 30 days or less, then an attorney is required under Section 51.101 (e), but a hearing may be waived by the child and counsel under Section 54.05(h). Appointing counsel when modification and any term of secure confinement is sought is required constitutionally in both criminal and juvenile case even for short periods of confinement, such as 30 days.

If a prior finding of indigency has been made, upon the filing of a Motion to Modify the Court will presume indigency of the family of a child who is on probation and the Court will reappoint the previous attorney. If the family has previously retained counsel indigency will not be presumed.

Out of County Warrants

1. A person arrested on an out-of-county warrant, will be immediately returned to the county issuing the warrant.
2. If an indigent Respondent is taken into custody based on this county's warrant, counsel will be appointed within 3 working days of this county's receipt of the request for counsel.

Attorney Selection Process

7/2/2014

The 304th and 305th Juvenile District Courts shall create separate lists from which private attorneys are appointed to represent indigent children. Each list will be alphabetized and delineate the assigned category of the attorney recognizing the differences in qualifications and experience necessary for appointment for different types of cases and will thus be a graduated list.

The categories are as follows: (1) cases in which the allegations are of conduct indicating a need for supervision; (2) cases in which the allegations are of delinquent conduct in which commitment to TJJD is not permissible (misdemeanor cases without the required prior adjudications or contempt of a justice or municipal court); (3) cases in which the allegations are of delinquent conduct in which indeterminate commitment to TJJD is possible; (4) cases in which determinate sentence proceedings have been initiated or anticipated to be initiated by obtaining and jury approval of a petition alleging a covered offense; (5) cases in which proceedings for discretionary transfer to criminal court have been initiated by the filing of a certification petition or motion for discretionary transfer; (6) cases involving mental health issues or other special needs (such as language) and cases in which appeals are being taken. An

attorney is presumptively qualified in the category or categories preceding their assigned level, excluding special needs.

The lists of attorneys in categories 1 thru 3 shall appear alphabetically followed by an alphabetical list of the attorneys in categories and 4 thru 6.

Appointing Attorneys To Cases From the Public Appointment List.

In cases where the Judge (including his/her designees) determines that the appointment of a public attorney is appropriate, the appointment shall be made from the appointment list using a system of rotation. The Judge (including his/her designee) shall determine the proper category (based on the classifications herein established) and shall appoint an attorney from the list using a system of rotation. The Judge (including designee) shall appoint attorneys from among the next five names on the appointment list in the order in which the attorney's names appear on the list for the category involved, unless the court makes a finding of good cause on the record (which may be by docket sheet entry) for appointing an attorney out of order. An attorney who is not appointed in the order in which the attorney's name appears on the list shall remain next in order on the list for his/her assigned category.

Fee and Expense Payment Process

10/15/2013

PAYMENT FOR INDIGENT DEFENSE

Section 51.10 (i) provides that an attorney appointed to represent the interests of a child shall be paid from the general fund of the county in which the proceedings were instituted according to the schedule in Article 26.05 of the Texas Code of Criminal Procedure.

Appointed counsel will be paid a reasonable attorney's fee for performing the following services, based on the time and labor required, the complexity of the case, and the experience and ability of the appointed counsel:

- 1) ~~time spent in court making an appearance on behalf of the Respondent as evidenced by a~~ docket entry, time spent in trial, and time spent in a proceeding in which sworn oral testimony is elicited;
- 2) reasonable and necessary time spent out of court on the case, supported by any documentation that the court requires;
- 3) preparation of an appellate brief and preparation and presentation of oral argument to a Court of Appeals or the Court of Criminal Appeal; and
- 4) preparation of a motion for rehearing.

In accordance with the fee schedule previously adopted by the Juvenile Board, court appointed attorneys shall be paid \$100.00 per court appearance or per hour and \$100.00 per hour for out of court time expended. Appointed counsel shall be required to itemize the types of out of court services performed.

If an attorney submits a payment voucher that is disapproved in whole or in part by the trial judge, the attorney can appeal the trial court's decision to the presiding judge of the administrative judicial region, whose decision on the matter is final.

Investigative and Expert Expenses

A private attorney appointed to represent a Respondent shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimbursed according to the procedures set for below. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Attorneys are encouraged to seek such prior court approval.

Procedure With Prior Court Approval:

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Appointed counsel may file with the trial court a pretrial *ex parte* confidential request for advance payment of investigative and expert expenses. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained; (2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and (3) an itemized list of anticipated expenses for each investigation or each expert.

The Court shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

(1) state the reasons for the denial in writing; (2) attach the denial to the confidential request; and (3) submit the request and denial as a sealed exhibit to the record.

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Procedure Without Prior Court Approval:

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court shall order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

Plan Documents

Dallas Juvenile Board Affidavit of Indigence.pdf (11/30/2009 1:05:33 PM) [view](#)

Dallas Juvenile Board Attorney Application for Appointment.doc (11/30/2009 2:30:17 PM) [view](#)

Dallas Juvenile Board Attorney Fee Schedule.docx (10/4/2011 12:11:33 PM) [view](#)

Dallas Juvenile Board Attorney Fee Voucher.pdf (11/30/2009 1:06:47 PM) [view](#)

JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: October 23, 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 23th 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, the purpose of this briefing is to obtain Juvenile Board approval of the edits made to the Indigent Defense Plan for Juvenile Courts; and

WHEREAS, the Fair Defense Act (FDA) requires adoption and publication of written plans for appointment of counsel in criminal and juvenile cases. The plans must be submitted to the Texas Indigent Defense Commission in each odd-numbered year no later than November 1st. Article 26.04(j)(4) Code of Criminal Procedure-Attorneys, states that attorneys handling indigent juvenile delinquency cases must report the percentage or their practice time devoted to such cases for the previous 12 month period (October 1-September 30); and

WHEREAS, a copy of the revised Dallas Juvenile Board Plan displayed at copy machines, outside courtrooms and posted by Court Coordinator's offices is also attached. This signage reminds attorneys of the portal and the reporting requirements.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the request to comply with FDA and Texas Task Force on edits of the Indigent Defense Plan and authorize the Juvenile Board Chairman to submit the Revised Plan.

DONE IN OPEN BOARD MEETING this 23th day of October, 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: October 23, 2017

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Approval of Contract Agreement with Hill County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Background of Issue:

On or about August 2017, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Hill County, Tina M. Lincoln, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. Hill County does not have a Detention Center, and has been contracting with pre-adjudication facilities around the North Texas region to supervise youth from their county who are in need of secure detention. They have requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no beds being available at the time they are needed. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County, Parker County, Ellis County and Johnson County and has also proposed to contract with other Texas counties for post-adjudication beds at the Letot Girls RTC and the Youth Village Youthful Sexual Offenders program as part of Texas Juvenile Justice Department's Regionalization Plan mandated by SB1360 from the 84th legislative session. The Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of detained youth has been significantly below this capacity for the last several years. The Department believes that entering into a contract with Hill County for a small number of pre-adjudication beds is advantageous to both counties, and endorses approval for entering into such a contract. The Dallas County Juvenile Department has capped the total amount of beds to be contracted with all counties at sixteen (16); any additional beds will require administrative approval by the Dallas County Chief Juvenile Probation Officer.

Impact on Operations and Maintenance:

The proposed contract mandates that Hill County would be responsible for all transportation to and from Hill County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland, and they are in agreement with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment, which could potentially increase our reimbursements from TEA and Region X. We are charging a daily per diem of \$140 per youth, which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention Center, which we believe far exceeds what most Detention Centers can offer. If approved, the proposed contract will begin November 1, 2017, and last until October 31, 2018.

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

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources, while assisting surrounding counties with services for their youth

Legal Impact:

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

Financial Impact/Considerations:

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

Recommendation:

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

Recommended by:



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

STATE OF TEXAS

§

COUNTY OF DALLAS

§

**CONTRACT AND AGREEMENT FOR
PRE-AJUDICATION RESIDENTIAL SERVICE OF
JUVENILE OFFENDERS BETWEEN
HILL COUNTY JUVENILE BOARD
ON BEHALF OF THE
HILL COUNTY JUVENILE DEPARTMENT**

AND

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

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

**ARTICLE I
WITNESSETH**

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

15 Now, therefore, the parties agree as follows:

- (1) The term of this Contract and Agreement shall be effective from November 1, 2017 through October 31, 2018. This contract shall automatically renew with the same terms and conditions unless within sixty (60) days prior to the expiration of the contract, one party gives notices to the other party regarding any changes to the terms and conditions of the contract.

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

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

- (2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior counseling to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document paraprofessional counseling, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the youth outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.
- (3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount. The Dallas County Juvenile Department has capped the total amount of beds to be contracted for all counties at sixteen (16). Any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.
- (4) If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the

same. CONTRACT County agrees to indemnify and hold harmless Dallas County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome McNeil Jr. Juvenile Detention Center.

- (5) Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.
- (6) Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.
- (7) A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.
- (8) If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.
- (9) Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.
- (10) It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.
- (11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

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

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

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

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

DEFAULT

2.1 CONTRACT County may, by written notice of default to Dallas County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Dallas County fails to perform the work called for by this contract within the time specified herein, or

- (b) If Dallas County fails to perform any of the provisions of this contract, or fails to perform the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a reasonable period (or such extensions as authorized by CONTRACT County in writing) after receiving notice of default.
- 2.2 Except with respect to defaults of subcontractors, Dallas County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Dallas County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Dallas County shall not be liable for any excess costs for failure to perform.

ARTICLE II

OFFICIALS NOT TO BENEFIT

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

ARTICLE III

EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 During the performance of this contract, Dallas County agrees as follows:
- (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

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

ARTICLE IV **DUTY TO REPORT**

5.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, DALLAS COUNTY, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

- A For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
 - 1. Local law enforcement agency; and
 - 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 - 3. With respect to juveniles placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.
- B For allegations and incidents of sexual abuse or serious physical abuse:
 - 1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged

serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;

2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to children placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.

5.2 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or DALLAS COUNTY of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

5.3 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the

authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.

- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE V

PRISON RAPE ELIMINATION ACT

- 5.4 Dallas County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.
- 5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]
- 5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.
- A. Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
- B. CONTRACT County may conduct their own audit, at any time, to determine DALLAS COUNTY'S compliance with PREA standards.
1. Dallas County shall assist fully with any and all audits.

ARTICLE VI
APPLICABLE LAW AND VENUE

- 6.1 This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Exclusive venue for any litigation arising from this Contract shall be in **DALLAS COUNTY**, Texas.

ARTICLE VII
INDEMNIFICATION

- 7.1 Deleted by Agreement.

ARTICLE VIII
SOVEREIGN IMMUNITY

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

ARTICLE IX
LEGAL CONSTRUCTION

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

ARTICLE X
EXECUTION

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

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective.

Executed in duplicate this _____ day of _____, 2017, to be effective November 1, 2017, each copy hereof shall be considered an original copy for all purposes.

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED BY:

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

COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS

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

Hill County Juvenile Board:



BY: Presiding Officer

APPROVED AS TO FORM:

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

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, the Hill County Juvenile Department has requested to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no beds being available at the time they are needed; and

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

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

WHEREAS, the Dallas County Juvenile Department has capped the amount of total beds to be contracted with all counties at sixteen (16) and any additional beds will require administrative approval by the Dallas County Juvenile Chief Probation Officer; and

WHEREAS, the contract with Hill County would be in effect from November 1, 2017, to October 31, 2018, and would require a per diem to be paid to Dallas County of \$140 per youth; and

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

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

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

DONE IN OPEN BOARD MEETING this 23rd day of October, 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: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Youth Services Advisory Board (YSAB) Appointments and Re-appointments 2018-2020

Background of Issue:

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

Re-Appointments:

Thus, the purpose of this briefing is to request that the Juvenile Board reappoint representatives for the Youth Service Advisory Board. The following committee members have terms that will expire on January 31, 2018:

- Ms. Sylvia Orozco-Joseph-WHO (We Help Ourselves) National Director;
- Ms. Vivian Lawrence-Child and Family Guidance Center;
- Dr. Rebecca Corona-Health professional-Parkland hospital;
- Ms. Brittney Manning – Service Coordinator-Children’s Health Medical Plan/Therapist and
- Ms. Angela Luckey – President-Grand Prairie NAACP

Their terms are to begin on January 31, 2018 and run to January 31, 2020.

Strategic Plan Compliance:

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

Legal Information:

Section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2018-2020 terms.

Recommendation:

The Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to reappoint Ms. Sylvia Orozco-Joseph-WHO (We Help Ourselves) National Director; Ms. Vivian Lawrence-Child and Family Guidance Center; Dr. Rebecca Corona-Parkland Hospital; and appoint Ms. Brittney Manning-Service Coordinator-Children's Health Medical Plan/Therapist and Ms. Angela Luckey-President-Grand Prairie NAACP, to the Youth Services Advisory Board for the 2018-2020 terms beginning January 31, 2018.

RECOMMENDED BY:



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

JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX

DATE: October 23, 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 23rd day of November, 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, section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Service Advisory Board (YSAB) in 1997; and

WHEREAS, according to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions; and

WHEREAS, the purpose of the briefing is to request that the Juvenile Board reappoint members whose terms are set to expire on January 31, 2018 to the Youth Services Advisory Board; and

WHEREAS, those reappointed members are: Ms. Sylvia Orozco-Joseph-WHO (We Help Ourselves) National Director, Ms. Vivian Lawrence-Child and Family Guidance Center, Dr. Rebecca Corona-Health professional-Parkland hospital, and newly appointed members are Ms. Brittney Manning-Service Coordinator-Children's Health Medical Plan/Therapist and Ms. Angela Luckey-President-Grand Prairie NAACP; and

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

WHEREAS, the Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of this appointment and reappointments is for the 2018-2020 terms.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board reappoint Ms. Sylvia Orozco-Joseph-WHO (We Help Ourselves) National Director; Ms. Vivian Lawrence-Child and Family Guidance Center; Dr. Rebecca Corona-Parkland Hospital; and appoint Ms. Brittney Manning-Service Coordinator-Children's Health Medical Plan/Therapist and Ms. Angela Luckey-President-Grand Prairie NAACP, to the Youth Services Advisory Board for the 2018-2020 terms.

DONE IN OPEN BOARD MEETING this 23rd day of November, 2017.

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

Recommended by:

Approved By:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification of Contract with Dallas Children's Advocacy Center

Background of Issue:

On April 1, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board approved the ratification of the Youth with Sexual Behavior Problems Grant Application.

On September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award are services provided by the Dallas Children's Advocacy Center (DCAC). The purpose of this briefing is to request the Dallas County Juvenile Board ratify the contract with the Dallas Children's Advocacy Center for October 1, 2016 to September 30, 2018, for \$123,366.00.

Impact on Operations and Maintenance:

Through this funding the Dallas Children's Advocacy Center will add services to treat youth, ages 10 to 14 years old, with sexual behavior problems, as well as offer services to the victim(s) and their family. Along with receiving advanced training in Problematic Sexual Behavior-Cognitive Behavioral Therapy, through the National Center on the Sexual Behavior of Youth, DCAC will provide contracted services for a Partner Relations Coordinator. One major component of the Dallas County Youth with Sexual Behavior Problems Program is the use of the multi-disciplinary team (MDT) meetings. The MDT meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the program and coordinate service delivery. As the main point of contact for MDT meetings, the Partner Relations Coordinator is responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program.

Administrative management of this program is through the Department's Clinical Services Division.

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

Strategic Plan Compliance:

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

Legal Information:

The contract with the Dallas Children's Advocacy Center 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 October 1, 2016 to September 30, 2018, is \$123,366.00. Grant funding is to pay for the Partner Relations Coordinator position for \$120,000 for two years. The grant also provides funding for materials including paper, copier toner, and other supplies as needed to assist in creating a cohesive meeting agenda and to create documents/visual aids for the multi-disciplinary team meetings in the amount of \$1,164.00. Finally, this award funds reimbursement for DCAC for travel to the required cluster meeting, which took place at the National Center on the Sexual Behavior of Youth-University of Oklahoma Health Sciences Center (OUHSC) in Oklahoma City, Oklahoma, for \$2,202.00. The total payment to Dallas Children's Advocacy Center will not exceed \$123,366.00. The services for payment are outlined in the agreement. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Performance Impact Measures:

Bi-annual performance reports are submitted to the Office of Juvenile Justice and Delinquency Prevention via the Grants Management System that track demographics, program activities, strategies and performance outcomes.

Project Schedule/Implementation:

This agreement is for October 1, 2016 to September 20, 2018.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the ratification of the contract with the Dallas Children's Advocacy Center for the Dallas County Youth with Sexual Behavior Problems Program.

Recommended by:



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

THE STATE OF TEXAS	§
	§
	§
THE COUNTY OF DALLAS	§

CONTRACT

Between

**DALLAS COUNTY
("County")**

and

**Dallas Children's Advocacy Center
("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 Dallas Children's Advocacy Center (hereinafter, "Contractor" or "DCAC").

In October 2016, the Office of Juvenile Justice and Delinquency Prevention awarded Dallas County Juvenile Department, in conjunction with Dallas Children's Advocacy Center, funding through the FY 2016 Youth with Sexual Behavior Problems Program. The purpose of this program is to advance the Department's sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS) and victim services, as well as adding treatment services at DCAC for youth with sexual behavior problems.

The Dallas County Youth with Sexual Behavior Problems Program seeks to provide a continuum of care for young juveniles, with sexual behavior problems, by utilizing a multidisciplinary, holistic approach that treats youth, with SBP, the survivor and their family in an effort to promote victim restoration, recovery and rehabilitation. The Dallas County Juvenile Department and the Dallas Children's Advocacy Center are committed to ending the cycle of abuse by offering an array of treatment and community services.

- A. **ACTIVITIES:** One major component of the Dallas County Youth with Sexual Behavior Problems Program is the use of the multidisciplinary team. Multidisciplinary team meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the Dallas County Youth with Sexual Behavior Problems Program and coordinate service delivery.
- B. The Dallas County Juvenile Department, in conjunction with the Dallas Children's Advocacy Center will enhance services to youth, ages 10 to 14 years old, with sexual behavior problems, the victim(s), and their family. DCJD and DCAC are receiving advanced training in Problematic

Sexual Behavior-Cognitive Behavioral Therapy (PSB-CBT) through the National Center on the Sexual Behavior of Youth, at the University of Oklahoma. In addition, training in Family Reunification will be provided.

- C. With these funds, one Clinician, through the Dallas County Juvenile Department, serves survivors of sexual abuse, who are typically the siblings of close family relatives of the juvenile offender. The Dallas Children's Advocacy Center utilizes a multidisciplinary team coordinator who is responsible for facilitating juvenile cases, with problematic sexualized behavior, and coordinating logistics and communications related to the multi-disciplinary team meetings.
- D. Funding from this grant will pay Contractor for contracted services for the following: A Partner Relations Coordinator who is solely responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This position actively coordinates, enhances and supports efforts to build relationships with Contractor's Partners, including onsite interactions, as well as coordinate and manage relationships associated with all cases regarding juvenile investigations with the Dallas County Youth with Sexual Behavior Problems Program. This will be a yearly salary of \$46,550.00, with fringe benefits totaling \$13,450.00. For one year, the total is \$60,000.00. For two years, the total is \$120,000.00. The Partner Relations Coordinator will also utilize various materials for the multi-disciplinary team meetings. Materials can include paper, copier toner, and other supplies as needed to assist in creating a cohesive meeting agenda and to create documents/visual aids for the multi-disciplinary team meetings. This does not include food or drink. The cost of materials should not exceed \$1,164.00. The Partner Relations Coordinator was hired in March 2016. Contractor must submit invoice for reimbursement for previous services in an approved format. Thereafter, Contractor must submit monthly invoice for reimbursement in an approved format by the County within timeframes as described in Section 3. E. Payment will not exceed \$121,164.00.
- E. Per Office of Juvenile Justice and Delinquency Prevention grant requirements, awardees must attend a cluster meeting. This year the cluster meeting was held at the National Center on the Sexual Behavior of Youth-University of Oklahoma Health Sciences Center (OUHSC) in Oklahoma City, Oklahoma, from March 7-9, 2016. Contractor's cost of travel, including air fare, transportation, meals, and lodging totaled \$2,202.00. Contractor must submit invoice for reimbursement in an approved format by the County. Payment will not exceed \$2,202.00. The total for contracted services and the cluster meeting is \$123,366.00.

2. TERM:

The term of this Contract shall be from October 1, 2016 to September 30, 2018, with an option to extend for one year following this term.

3. INCORPORATED DOCUMENTS:

The following documents are attached hereto and incorporated herein by reference into said Contract for all purposes:

- A. (Exhibit A), Attachment A, Performance Outcomes and Categorical Assistance Progress Report

- B. (Exhibit B), Attachment B, Office of Juvenile Justice and Delinquency Prevention Special Conditions
- C. (Exhibit C), Attachment C, Juvenile Department Title VI Assurances
- D. (Exhibit D), Attachment D, Certificate of Interested Parties 1295
- E. (Exhibit F), Attachment F, Budget Narrative

4. 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 Juvenile Justice and Delinquency Prevention Dallas County Youth with Sexual Behavior Problems Program grant (2016-MU-MU-K046).
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$123,366.00 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 (\$123,366.00) 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 (\$123,366.00) without a formal written amendment approved by the Commissioners Court and/or an Order evidencing such.
- (c) County will make payments to Contractor upon receipt of a verified and fully written documented invoice in an approved format by the County.
- (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 approves reimbursements for services rendered from March 1, 2017 to September 30, 2017. Anytime thereafter, County must approve any further 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.

5. 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: Dallas County youth, with sexual behavior problems, their victims, and their families.

Contractor shall collect and maintain the data and complete the progress report (Exhibit A) for the purpose of measuring the effectiveness of the program, and to submit this data and progress report to County by the 15th day of the month after the end of the OJJDP designated semi-annual reporting period (June and December), which includes the final progress report due September 15, 2018.

All program performance measures will be required to report the output and outcome measures for this program to the Office of Juvenile Justice and Delinquency Prevention Grants Management System.

6. 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.

7. 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.

8. 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.

9. INSURANCE:

Within ten (10) days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars (\$100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

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

- (b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing commercial automotive liability insurance covering all owned, hired, and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

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

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.

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

- (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
- (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
- (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
- (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
- (f) Provide for notice to the County at the address shown below by registered mail.
- (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.

3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.
7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;

(3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or

(4) any combination of the above.

D. to any combination of the above.

11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
13. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.
14. Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Agreement.
16. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

20. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-

performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.

21. SUSPENSION:

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

22. TERMINATION:

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

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 39 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 20 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

- (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- (8) If funds allocated by the DSHS shall become reduced, depleted, or unavailable during the contract term;
- (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
- (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 31 (Assignment);
- (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- (12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

24. NOTICE:

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

TO COUNTY:

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

TO CONTRACTOR:

Dallas Children's Advocacy Center
5351 Samuell Blvd.
Dallas, Texas 75228

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. OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION SPECIAL CONDITIONS:

Contractor shall maintain the Office of Juvenile Justice and Delinquency Prevention's requirements regarding special conditions related to the Cooperative Agreement. (Exhibit B).

38. 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.

39. 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.

40. 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.

41. 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.

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

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

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

43. 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).

44. 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.

45. 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.

46. 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 (Exhibit A).
- (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.

47. 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.

48. 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.

49. 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.

50. ACCEPTANCES:

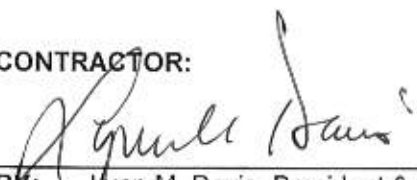
By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2017

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Lynn M. Davis, President & CEO
Dallas Children's Advocacy Center

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

OJJDP FY 2016 Youth with Sexual Behavior Problems Program		The Solicitation's overall objective is to develop and implement community-based intervention programs for youthful sexual offenders aged 10-14 and their victims and non-offending family or household members					
Solicitation Performance Measures	Data Grantees Provide	10/1/2016 - 12/31/2016	1/1/2017 - 06/30/2017	07/01/2017 - 12/31/2017	01/01/2018 - 06/30/2018	07/01/2018 - 09/30/2018	Total
Percentage of programs/ initiatives employing evidence-based programs or practices	Number of program/initiatives employing evidence-based programs or practices						
	Total number of programs/initiatives						
Percentage of youth with whom an evidence-based program or practice was used	The number of youth (by gender, race, and ethnicity) served using an evidence-based practice						
	Total number of youth (by gender, race, and ethnicity) served during the reporting period						
Percentage of program youth completing program requirements	Number of program youth (by gender, race, and ethnicity) who exited the program having completed program requirements						
	Total number of youth (by gender, race, and ethnicity) who exited the program during the reporting period (either successfully or unsuccessfully)						
	Total number of program youth (by gender, race, and ethnicity) served						
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period						
Percentage of program youth who OFFEND	Number of program youth (by gender, race, and ethnicity) who had an arrest or delinquent offense during the reporting period						
	Number of program youth (by gender, race, and ethnicity) who were committed to a juvenile facility during the reporting period						
	Number of program youth (by gender, race, and ethnicity) who were sentenced to adult prison during the reporting period						
	Number of program youth (by gender, race, and ethnicity) who received another sentence during the reporting period						
	Total number of program youth served						
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period						
Number of program youth who were VICTIMIZED	Number of program youth (by gender, race, and ethnicity) who were victimized						
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period for victimization						
	Total number of program youth served						
Number of program youth who are REVICTIMIZED	Number of program youth (by gender, race, and ethnicity) who were revictimized						
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period for revictimization						
	Number of youth (by gender, race, and ethnicity) served						
Percentage of program youth who RE-ARRESTED	Number of program youth (by gender, race, and ethnicity) who had a new arrest or new delinquent offense during reporting period						
	Number of program youth (by gender, race, and ethnicity) who were recommitted to a juvenile facility during the reporting period						
	Total number of program youth (by gender, race, and ethnicity) served						
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period						
Percentage of program youth exhibiting a desired change in the targeted behavior	Number of program youth (by gender, race, and ethnicity) exhibiting a desired change in the targeted behavior (determined by pre-post testing)						
	Number of program youth (by gender, race, and ethnicity) offenders served						
Number of service hours completed by program youth offenders	Number of service hours completed by program youth offenders						
Percentage increase in family members served during reporting period	Number of family members carried over from the previous reporting period						
	New admissions during the reporting period						
Number of program materials developed	Number of program materials developed						
Number of planning activities conducted	Number of planning activities conducted						
Number of people trained	Number of people trained (by type: program staff/ community members/ professionals)						

Categorical Assistance Progress Report (CAPR) Format

GRANTEE NAME:

GRANT NUMBER:

REPORTING PERIOD: _____ to _____

1. TOTAL NUMBER OF YOUTH SERVED DURING THE REPORTING PERIOD:

2. EXECUTIVE SUMMARY:

In this section, summarize all activities for the reporting period, highlighting key goals and objectives that have been addressed.

3. STATUS OF PROJECT GOALS/OBJECTIVES:

Please list individually each goal and related objective(s) cited in your proposal, adapting the template which follows. For each objective, identify the following information: activities conducted, progress achieved, barriers faced, and corrective action, if required. If a particular objective does not involve delivery of direct services to youth, please indicate "not applicable."

Goal 1:

Project Objective A:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Goal 2:

Project Objective A:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Goal 3:

Project Objective A:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

Status: Completed ☐ Partially met ☐ Not met at all ☐

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

4. MODIFICATION IN THE IMPLEMENTATION OF THE PROJECT STRATEGY:

As this project has progressed, it may have been necessary to request approval from your Program Manager to modify the plan presented in the approved proposal. Please describe any APPROVED changes that occurred during this reporting period and discuss the factors that precipitated the changes. Provide details on how changes will be monitored to ensure program goals are effectively met.

5. CURRENT TIMELINE:

As this project has progressed, it may have been necessary to adjust the APPROVED timeline to more accurately reflect the program implementation schedule. Please indicate below if your timeline needs to reflect substantial alteration, and attach the revised timeline with the submission of this progress report.

6. PROBLEMS, IF ANY, YOUR PROJECT HAS FACED DURING THIS REPORTING PERIOD AND TECHNICAL ASSISTANCE THAT YOU WOULD LIKE TO RECEIVE TO ADDRESS EACH PROBLEM.

7. DISCUSSION OF ADDITIONAL PROGRAM MANAGEMENT ACCOMPLISHMENTS AND CONCERNS, AS NEEDED.

In some projects, there are overarching program management accomplishments and concerns which do not directly fall under a particular goal or objective. If this is the case for your project during this reporting period, also please summarize any key activities related to such areas as strategic planning, needs assessment, community mobilization, development of partnerships, staff recruitment, staff turnover, training, volunteer recruitment, youth referral mechanisms, efforts to achieve project sustainability, information sharing, and ongoing evaluation efforts, as necessary.

Please submit this report as an attachment in GMS, do not enter in the "narrative" box which is more difficult to format and has a character limit. Leave the narrative box blank.

Also, remember to attach the PDF of your DCTAT submission!

Categorical Assistance Progress Report Deadline for Submission: 30 days after the end of the six-month reporting period (January 30th and July 30th).

(Please note the exception to this deadline is for the final report, which is due no later than 90 days after the end of the project period. This final report must be a comprehensive coverage of the entire project period.)

Questions???

- **Assistance with GMS: contact the Help Desk at 888-549-9901, option 3**
- **Assistance with DCTAT and performance measures: contact 866-487-0512**
- **Assistance from the Office of the Chief Financial Officer regarding how to complete quarterly financial report or request fund drawdown: contact 800-458-0786**



U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

Cooperative Agreement

PAGE 1 OF 11

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, TX 75212-6332

4. AWARD NUMBER: 2016-MU-MU-K046

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018

6. AWARD DATE 09/15/2016

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

756000907

8. SUPPLEMENT NUMBER

Initial

00

2b. GRANTEE DUNS NO.

106544047

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Dallas County Youth with Sexual Behavior Problems Program

10. AMOUNT OF THIS AWARD

\$ 300,000

11. TOTAL AWARD

\$ 300,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(OJJDP - MEC and Adam Walsh Act - Youth with Sexual Behavior Problems - other than TTA or research) Pub. L. No.
114-113, 129 Stat. 2242, 2307, 2309

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.543 - Missing Children's Assistance

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason
Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Clay Jenkins
The Honorable Judge

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Clay Jenkins

19A. DATE

10/11/16

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	F	MC	70	00	00		150000
X	B	AW	70	00	00	00	150000

21. RM1/CG10125



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PROJECT NUMBER 2016-MU-MJ-K046

AWARD DATE 09/15/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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24. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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25. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
26. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
27. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
28. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
29. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
30. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
31. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

Handwritten signature



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32. As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this grant who is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.
33. At the discretion of OJJDP, award recipients may be required to attend one or more of the following during the award project period: a New Grantee Conference to be held in Washington, DC, during the first year of the grant; a regional conference (location to be determined); or the Manage Your Grant Award on-line training at www.nttac.org/index.cfm?event=trainingcenter.traininginfo&eventID=52&training&dtab=3.
34. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
35. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.



U.S. Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for Dallas County Juvenile Department

This award is made as part of the Youth with Sexual Behavior Problems Program. Awards under this program will be used to support development of community-based intervention models to serve youth with sexual behavior problems. None of the following activities will be conducted either under this award or a related third party action

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational or education environments.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

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3016-MU-MU-K046

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This project is supported under FY16(OJJDP - MEC and Adam Walsh Act - Youth with Sexual Behavior Problems - other than TTA or research) Pub. L. No. 114-113, 129 Stat. 2242, 2307, 2309

1. STAFF CONTACT (Name & telephone number)

Jacqueline O'Reilly
(202) 514-5024

2. PROJECT DIRECTOR (Name, address & telephone number)

Stephanie Bays
Grant Writer
2600 Lone Star Dr.
Dallas, TX 75212
(214) 698-5578

3a. TITLE OF THE PROGRAM

Category 1. Program Sites

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

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4. TITLE OF PROJECT

Dallas County Youth with Sexual Behavior Problems Program

5. NAME & ADDRESS OF GRANTEE

Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, TX 75212-6332

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 300,000

10. DATE OF AWARD

09/15/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Youth with Sexual Behavior Problems (YSBP) Program provides funding to support the development of effective treatment programs for youth with sexual behavior problems and their child victims and provide intervention and supervision services for the offending youth. The models to be developed include a multidisciplinary approach and provide intervention and supervision services for youth (ages 10-14) with sexual behavior problems, their child victims and their families.

The Dallas County Juvenile Department (DCJD) and the Dallas Children's Advocacy Center (DCAC) are partners in a collaboration recognizing the benefits of a coordinated and holistic approach to treating youthful offenders with sexual behavior problems (SBP), their victim and their families. For over 25 years, both organizations have provided evidence-based treatments and services to youth in Dallas County. DCJD is the first agency to offer direct services for most juvenile offenders and their families, while DCAC is the first point of contact for children who have been sexually abused. Many youth within this population lack the

necessary services that promote healing, recovery and rehabilitation. The Dallas County Juvenile Department, in conjunction with the Dallas Children's Advocacy Center, seeks to provide a continuum of care for young juveniles with SBP by utilizing a multidisciplinary, holistic approach that treats youth with SBP, the survivor and their families in an effort to promote victim restoration, recovery and rehabilitation. To accomplish this, the Dallas County Juvenile Department, in conjunction with the Dallas Children's Advocacy Center, seeks to enhance the YSBP multidisciplinary team by adding DCAC agencies and providing advanced, professional training, in evidence-based solutions (PSB-CBT and Reunification) specifically for the treatment of youth with SBP, and their families. Both agencies seek therapists to address youth with SBP, their victims, and their families. One therapist, under DCJD, will be responsible solely for providing psychological services (TF-CBT) and advocating for the inter-familial victim and their family, who are not able to access DCAC services due to various circumstances, such as a lack of accessible transportation. Finally, the second therapist, who will be designated as a specialist in problematic sexual behavior and managed by DCAC, will provide psychological services to juvenile offenders between 10-14 years old who are either never charged or whose charges are dropped. In addition, psychological services will be provided to young children under the age of 10 who have been identified as having problematic sexualized behavior or have clinical elevation in sexual concerns. The Dallas County YSBP program aims to serve approximately 140 youth per year and their families over the course of the grant period. CA/NCF

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(a)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));

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

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

C. Representations/Warranties

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

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

D. Title VI Complaints

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

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

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

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

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

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

E. Enforcement

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

Contractor's Full Name: Dallas Children's Advocacy Center

[Signature]
Signature, Authorized Representative of Contractor

6/27/2017
Date

President & CEO
Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-229488

Date Filed:
06/27/2017

Date Acknowledged:

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

Dallas Children's Advocacy Center
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-34
OJJDP Grant - Management of Youth with Sexual Behavior Problems Program

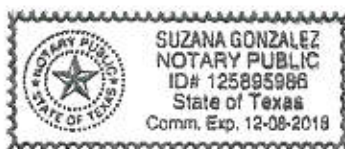
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

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



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lynn M. Davis, this the 27 day of June, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Suzana Gonzalez
Printed name of officer administering oath

Title of officer administering oath

BUDGET NARRATIVE

A. PERSONNEL

Total Federal Request- \$214,944.00

Victim Services Therapist- This therapist will report to the Chief Psychologist of the Dallas County Juvenile Department Clinical Services Division. This position provides comprehensive psychological services to youths and families to include but is not limited to assessments, evaluations, psychotherapy, crisis intervention, as well as consults with staff and the courts and assist them in decision making and disposition planning regarding the youth and family dynamics.

This position conducts individual, group and family therapy services to youth; completes psychological assessments, psychological screens, addendums, family assessments, and sex offender assessments as needed; attends and participates in meetings with psychology staff that aid in the effective provision of clinical services to juvenile department youth and families, which includes attending and assisting with the coordination of the Multidisciplinary case staffings for the YSBP Program; conducts on-call emergency services; serves as a consultant to administration, probation officers, court personnel, and other personnel; serves as a consultant on the Case Planning and Review Committee (CPRC); provides courtroom testimony as requested by officers of the court; obtains yearly professional development through opportunities offered by the Dallas County Juvenile Department or other approved professional organizations to aid in maintaining professional relevancy and licensure; and, completes the requirements for independent licensure as a Licensed Professional Counselor (LPC), Licensed Psychological Associate, or Licensed Clinical Social Worker (LCSW) with 3 years of employment. This position must have successfully completed a Master's degree from an accredited college or university in Psychology, or in a job related field of study. This position will serve to address trauma and promote healing in survivors of sexual abuse, as well as resolve family dysfunction and improve family relationships. The base salary for one year is \$60,922.00. The base salary for two years for this position is ***\$121,844***.

Partner Relations Coordinator- This position will report to the Chief Impact and Strategy Officer. This position will be the main point of contact for the Dallas County Youth with Sexual Behavior Problems Program.

Essential Duties and Responsibilities for this position includes: Sole responsibility for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to multi-disciplinary team meetings. This position actively coordinates, enhances and supports efforts to build relationships with Contractor's partners,

including onsite interactions, as well as coordinate and manage relationships with all cases regarding juvenile investigations with the Dallas County Youth with Sexual Behavior Problems Program. This individual will also coordinate with designated mental health team member for identifying the needs and management of the PSB program. Finally, along with coordinating and facilitating weekly Juvenile multi-disciplinary team meetings, this position will identify and implement processes for tracking and facilitating a continuum of care. The base salary for one year is \$46,550. The base salary for two years is **\$93,100**.

B. FRINGE BENEFITS –

Total Federal Request- \$69,662.00

Victim Services Therapist:

FICA 6.2%:	\$3,777.00
Medicare 1.45%:	\$884.00
Insurance:	\$8,800.00
Retirement 11.5%:	\$7,006.00
Workers Comp 1.5%:	\$914.00
Total:	\$21,381.00
For two years the total=	\$42,762.00

Partner Relations Coordinator:

Health Care, LTD, STD, Basic Life, Dental, Teledoc:	\$9,893.00
Employer portion of taxes:	\$3,557.00
Total:	\$13,450.00
For two years the total=	\$26,900.00

C. TRAVEL

Total Federal Request - \$8,620.00

Cluster Meeting – Per RFP, page 23, three staff are required to attend Cluster Meeting. Per Dallas County Code: Location –Washington, D.C. Lodging is \$250 per night per person, meals are \$80 per day per person, air fare round trip is \$500 per person and taxi service from airport to hotel and back to airport is \$25 per person each way. The total will=\$4,620.

Mileage- Annual Dallas area mileage incurred for psychology program staff to complete job duties as required. To meet program requirements and address the problem stated, the therapist will travel to the victims' homes. It has been estimated that the therapist will travel an average of 3,704 miles/year @ a county mileage rate .54 =\$2,000 (per Dallas County Code). For two years, the total will= \$4,000.

D. EQUIPMENT –

Total Federal Request – \$1,610.00

Laptop Systems and Accessories- This equipment will be utilized by the DCJD Victim Services Therapist in order to meet program requirements such as communicating with other program staff and families, while being accessible even during travel activities, such as providing in-home services to families with no alternative forms of transportation. One laptop is requested, for documentation and case management, due to the therapist being mobile. The total for one laptop with accessories, case, and monitor is *\$1,610*.

E. SUPPLIES –

Total Federal Request – \$1,164.00

Materials for Staffings – This will cover materials, as needed, for the multidisciplinary team staffings. Materials can include paper, copier toner, and other supplies as needed to assist in creating a cohesive meeting agenda and to create documents/visual aids for the MDT staffings. The total is \$1,164.

F. CONSTRUCTION – None

G. CONSULTANTS/CONTRACTS- None

H. OTHER - Training

Total Federal Request - \$4,000.00

Reunification Training- This training will be offered by Dr. Bradley Hedges who has over 20 years of experience with trainings focused on reunification. This training will aid in reunification efforts in order to maintain a continuum of care for youth, with SBP, the victim and their family. In effect, this will reduce the likelihood of the youth reoffending and will aid in delivering a healthy and safe place for both the youth with SBP and the interfamilial victim. The training will take place at the Dallas County Juvenile Department for two days and will total *\$4,000.00*.

FEDERAL REQUEST- \$300,000

NON-FEDERAL AMOUNT- \$0

TOTAL PROJECT COST- \$300,000

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, on April 1, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board approved the ratification of the Youth with Sexual Behavior Problems Grant Application; and

WHEREAS, on September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award are services provided by the Dallas Children's Advocacy Center (DCAC). The purpose of this order is to request the Dallas County Juvenile Board ratify the contract with the Dallas Children's Advocacy Center for October 1, 2016 to September 30, 2018, for \$123,366.00; and

WHEREAS, through this funding the Dallas Children's Advocacy Center will add services to treat youth, ages 10 to 14 years old, with sexual behavior problems, as well as offer services to the victim(s) and their family. Along with receiving advanced training in Problematic Sexual Behavior-Cognitive Behavioral Therapy, through the National Center on the Sexual Behavior of Youth, DCAC will provide contracted services for a Partner Relations Coordinator. One major component of the Dallas County Youth with Sexual Behavior Problems Program is the use of the multi-disciplinary team (MDT) meetings. The MDT meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the program and coordinate service delivery. As the main point of contact for MDT meetings, the Partner Relations Coordinator is responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program; and

WHEREAS, administrative management of this program is through the Department's Clinical Services Division; 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,** the contract with the Dallas Children's Advocacy Center 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,** the amount of the grant award for October 1, 2016 to September 30, 2018, is \$123,366.00. Grant funding is to pay for the Partner Relations Coordinator position for \$120,000 for two years. The grant also provides funding for materials including paper, copier toner, and other supplies as needed to assist in creating a cohesive meeting agenda and to create documents/visual aids for the multi-disciplinary team meetings in the amount of \$1,164.00. Finally, this award funds reimbursement for DCAC for travel to the required cluster meeting, which took place at the National Center on the Sexual Behavior of Youth-University of Oklahoma Health Sciences Center (OUHSC) in Oklahoma City, Oklahoma, for \$2,202.00. The total payment to Dallas Children's Advocacy Center will not exceed \$123,366.00. The services for payment are outlined in the agreement. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and
- WHEREAS,** bi-annual performance reports are submitted to the Office of Juvenile Justice and Delinquency Prevention via the Grants Management System that track demographics, program activities, strategies and performance outcomes; and
- WHEREAS,** this agreement is for October 1, 2016 to September 20, 2018; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the ratification of the contract with the Dallas Children's Advocacy Center for the Dallas County Youth with Sexual Behavior Problems Program.

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Offices – Dallas County Detention Center and Juvenile Department, Irving Police Department, Lancaster Police Department, and Lancaster ISD Police Department.

Background of the Issue:

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

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

Impact on Operations and Maintenance:

Dallas County Detention Center and Juvenile Department

The Dallas County Detention Center and Juvenile Department room B109, located at 2600 Lone Star Drive, Dallas, TX 75212, was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board on November 23, 2015.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Dallas County Detention Center and Juvenile Department's Room B109, was personally inspected by Rudy Acosta, Deputy Director of Probation Services on September 14, 2017. The site was determined to be suitable as a Juvenile Processing Office, and the designated area was clearly identified with affixed signage.

Because this room is within the Juvenile Department and specifically designated for use by local law enforcement agencies that require completion of paperwork prior to a child being detained, no specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided.

Irving Police Department

The Irving Police Department maintains Juvenile Processing Offices at two separate locations: Juvenile Holding Area, CID Juvenile Interview Room, Report Writing Room, and Community and Youth Services Division School Resource Office, Youth Investigator's Office, and Juvenile Intake Lobby at 305 N. O'Connor, Irving, TX 75061;

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

and the Report Writing Room at 5992 Riverside Dr., Irving, TX 75039. The rooms were previously designated as approved Juvenile Processing Offices on February 22, 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 Irving Police Department's Juvenile Processing Offices located at 305 N. O'Conner, Irving, Texas 75061 and 5992 Riverside Dr., Irving, Texas 75039 were personally inspected by Leah Probst, Pre-Adjudication Manager, on September 28, 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, Lieutenant Christopher Summers, 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 and Delinquency Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Irving Police Department referred 225 juveniles to the Dallas County Juvenile Department. Of the 225 referrals, 124 (55.1%) were Hispanic, 61 (27.1%) were Black, 33 (14.7%) were White, 4 (1.8%) were Asian or Pacific Islander, and 3 (1.3%) were American Indian or Alaskan Native. Of the 225 referrals, 160 (71.1%) were male and 65 (28.9%) were female.

Lancaster Police Department

The Lancaster Police Department maintains Juvenile Processing Offices: room A148 (titled Victim/Witness Interview room) and Room B122 (titled Report Writing room) at 1650 N. Dallas Ave., Lancaster, TX 75134. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Lancaster Police Department's Juvenile Processing Offices, room A148 (titled Victim/Witness Interview room) and room B122 (titled Report Writing room) located at 1650 N. Dallas Ave., Lancaster, TX 75134 were personally inspected by Roger Taylor, Post-Adjudication Manager, on September 27, 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, CID Sergeant Erick Alexander, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code §52.025, the Juvenile Justice and Delinquency Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Lancaster Police Department referred 62 juveniles to the Dallas County Juvenile Department. Of the 62 referrals, 57 (91.9%) were Black, 4 (6.51%) were Hispanic, and 1 (1.6%) was White. Of the 62 referrals, 48 (77.4%) were male and 14 (22.6%) were female.

Lancaster Independent School District Police Department

The Lancaster Independent School District (ISD) Police Department maintains Juvenile Processing Offices at two separate locations: Lancaster ISD Police Department room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134, and Lancaster High School, "Juvenile Processing Office – LISD Police" room C126A located at 200 Wintergreen Road, Lancaster, TX 75134. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board.

Lancaster ISD Police Department has discontinued using the Lancaster High School room G123 located at 200 Wintergreen Road, Lancaster, TX 75134 as a designated Juvenile Processing Office. Lancaster ISD Police Department has discontinued using Elsie Robertson Middle School room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 as a designated Juvenile Processing Office. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Lancaster ISD Police Department's Juvenile Processing Offices located at 814 W. Pleasant Run Road, Lancaster, Texas 75134 and 200 Wintergreen Road, Lancaster, Texas 75134 were personally inspected by Roger Taylor, Post-Adjudication Manager, on September 27, 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, Chief Le'Shai Maston, during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code §52.025, the Juvenile Justice and Delinquency Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Lancaster ISD Police Department referred 26 juveniles to the Dallas County Juvenile Department. Of the 26 referrals, 25 (96.2%) were Black and 1 (3.8%) was Hispanic. Of the 26 referrals, 25 (96.2%) were male and 1 (3.8%) 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 detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting,
- (3) photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (4) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records,
- (5) required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (6) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (7) All administrative steps necessary subsequent to taking a child into custody.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office, Room B109, for the Dallas County Detention Center and Juvenile Department located at 2600 Lone Star Drive, Dallas, Texas 75212.

The Juvenile Department also recommends the Juvenile Board approve the Irving Police Department's Juvenile Processing Offices, Juvenile Holding Area; CID Juvenile Interview Room; Report Writing Room; and Community

and Youth Services Division School Resource Office, Youth Investigator's Office, and Juvenile Intake Lobby located at 305 N. O'Connor, Irving, TX 75061; and the Report Writing Room located at 5992 Riverside Dr., Irving, TX 75039.

The Juvenile Department also recommends the Juvenile Board approve the Lancaster Police Department's Processing Offices, Room A148 (titled Victim/Witness Interview room) and Room B122 (titled Report Writing room) located at 1650 N. Dallas Ave., Lancaster, TX 75134.

The Juvenile Department also recommends the Juvenile Board approve the Juvenile Processing Offices for the Lancaster Independent School District Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; and Lancaster High School, "Juvenile Processing Office – LISD Police" room C126A, located at 200 Wintergreen Road, Lancaster, TX 75134.

The Juvenile Department recommend the Juvenile Board remove the designation of Juvenile Processing Offices at Lancaster High School room G123 located at 200 Wintergreen Road, Lancaster, TX 75134, and Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134.

Recommended by:


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

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 10/23/17)**

- | | |
|---|--|
| <p>1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg</p> | <p>7) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048</p> |
| <p>2) Barbara Bush Middle School
room #D103 labeled as "Certified Juvenile Processing Center"
515 Cowboy Parkway
Irving, TX 75063
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429</p> | <p>8) Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Deputy Chief Howard Hollins 214-947-7711</p> |
| <p>3) Balch Springs Police Department
Room #1 Juvenile Room and Interview Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958</p> | <p>9) City of Combine Municipal Court & Combine Police Department
Chief's Office #101 & Judge's Office #102
123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell)</p> |
| <p>4) Baylor Health Care Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlana Colvin</p> | <p>10) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141</p> |
| <p>5) Carrollton Police Department
Rooms 157-JPO1,138-JPO2
137-JPO3,136-JPO4, 135-JPO5
2025 Jackson Road
Carrollton, TX 75006
Sgt. Sheldon Blackwell 972-466-4328</p> | <p>11) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593</p> |
| <p>6) Cedar Hill ISD Police Department
Briefing/Training Office
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088</p> | <p>12) Dallas County Community College Police Department / Room N112E
Eastfield College – Main Campus
3737 Motley Dr.
Mesquite, Texas 75150
Commander Michael Horak 972-860-8344</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)
972-915-6429
- 18) Dallas County Sheriff's Department
Rooms C3-6 & C3-7
Frank Crowley Courts Building
133 North Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 19) Dallas Independent School District P.D.
Holding Rooms A&B, Report Room, Shift
Briefing Room
1402 Seegar Street Dallas, TX 75215
Deputy Chief Gary Hodges (by
Communications Manager Wilford Davis)
214-932-5610 or 214-932-5613
- 20) Dallas P.D.- Specialized Investigations
Division – Operations Unit
1400 S. Lamar St.
Dallas, TX 75215
Lt. Michael Woodbury/Detective R.P. Dukes
214-671-4250/214-671-4255
- 21) Desoto P.D.
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 22) DFW Airport Department of Public Safety
CID Conference Room, CID Interview Room 1,
and Patrol Conference Room
2900 East 28th Street
Airport, TX 75261
Sgt. Kara Cooper 972-973-3561
- 23) Duncanville ISD - Byrd Middle School
"Juvenile Processing Center" Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429
- 24) Duncanville High School
"Juvenile Processing Center"
Rooms L105, L105A, A118, B167 & B167B, J112
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429

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214-698-2200 Office

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|--|--|
| <p>25) Duncanville Kennemer Middle School
Room labeled as "Juvenile Processing Center"
7101 W. Wheatland Road
Dallas, TX 75249
Lt. Justin Essary (jessary@dcschools.com)
972-915-6429</p> | <p>32) South Grand Prairie High School
Dr. Vern Alexander Bldg., Room A110B
305 W. Warrior Trail Grand Prairie, TX 75052
Off. Brandon Darrough 214-707-2897</p> |
| <p>26) Duncanville Police Department
Juvenile Processing Room, located in Lobby
203 E. Wheatland Road
Duncanville, TX 75116
Det. Kalef Jefferson 972-780-5037</p> | <p>33) Grand Prairie High School
Room 501
101 High School Drive
Grand Prairie, TX 75050
Off. Edward Rahman 972-809-5707</p> |
| <p>27) Duncanville ISD - Reed Middle School
"Juvenile Processing Center" Room # 115
530 E. Freeman Road
Duncanville, TX 75116
Lt. Justin Essary 972-915-6429</p> | <p>34) Grand Prairie Johnson D.A.E.P.
Room 16
650 Stonewall Drive
Grand Prairie, TX 75052
Off. Louis Whittington 972-522-7007</p> |
| <p>28) Farmers Branch Police Department
Juvenile Sect Rm. /Rm. 156
Interview Room 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt. T. Eoff 972-919-9352</p> | <p>35) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029
1525 Arkansas Lane
Grand Prairie, TX 75050
Manager Teresa Coomes 972-237-8746</p> |
| <p>29) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891</p> | <p>36) Grand Prairie Young Men's Leadership
Academy at Kennedy MS, Room B102
2205 SE 4th Street
Off. Adrian Gilmore 972-522-3688</p> |
| <p>30) Glenn Heights Police Department
Patrol- Squad Rm & CID Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Gene Yates 972-223-1690x248
Gene.yates@glennheightstx.gov</p> | <p>37) Grand Prairie Young Women's Leadership
Academy at Arnold, Room 113
1204 E. Marshall Dr.
Grand Prairie, TX 75052
Off. Takesha Dye 972-343-7498</p> |
| <p>31) South Grand Prairie High School
Rooms A122 and H254
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore/Rayford Starr 972-522-2560</p> | <p>38) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance 214-559-9306</p> |

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

214-698-2200 Office

- | | |
|--|---|
| <p>39) Hutchins Police Department
 Patrol/Briefing Room
 205 W. Hickman
 Hutchins, TX 75141
 Sgt. Frank Garcia 972-225-2225</p> | <p>45) Methodist Health System P.D.
 Front Lobby
 1441 N. Beckley Ave
 Dallas, TX 75203
 Sgt. Det. Mary Manzay 214-947-8802</p> |
| <p>40) Irving Police Department
 Juvenile Holding Area, CID Juvenile Interview
 Report Writing Room, Community & Youth
 Services Division School Resource Office,
 Juvenile Intake Lobby & Youth Investigators
 Office
 305 N. O'Connor Rd. Irving, TX 75061
 Lt. Christopher Summers 972-721-2456</p> | <p>46) Mesquite Police Department
 Rooms 1016, 1019, 1021, 1022, 2008, 4045 &
 4047
 777 North Galloway Avenue
 Mesquite, TX 75149
 Lt. Mitch Kovalcik 972-216-6796</p> |
| <p>41) Irving Police Department
 Report Writing Room
 5992 Riverside Dr.
 Irving, TX 75039
 Lt. Christopher Summers 972-721-2456</p> | <p>47) Ranch View High School
 "Juvenile Processing Office" room C1314
 8401 Valley Ranch Parkway East
 Irving, Texas 75063
 Michael Huffman 972-968-5025</p> |
| <p>42) Lancaster ISD P.D.-Headquarters
 Juvenile Processing Room 603
 814 W. Pleasant Run Road
 Lancaster, TX 75134
 Chief Le'Shai Maston 214-784-4878</p> | <p>48) Richardson P.D.
 Youth Crimes Unit/Rooms D-207, D208 & D211
 140 North Greenville Avenue
 Richardson, TX 75081
 Sgt. Jaime Gerhart 972-744-4862</p> |
| <p>43) Lancaster ISD P.D.-Lancaster High School
 'Juvenile Processing Office'
 Police Office, Room C126A
 200 Wintergreen Rd.
 Lancaster, TX 75134
 Chief LeShai Maston 214-784-4878</p> | <p>49) Rowlett Police Department
 Room 3, Juvenile Processing Room
 4401 Rowlett Road
 Rowlett, TX 75088
 Lt. David Nabors 972-412-6215
 Detective David Mayne 972-412-6292</p> |
| <p>44) Lancaster P.D.
 Rooms A148 & B122
 1650 North Dallas Avenue
 Lancaster, TX 75134
 CID Sergeant Erick Alexander 972-218-2739</p> | <p>50) Sachse Police Department
 Juvenile Division & Youth Holding Area
 Rooms PS116 and PS118
 3815 Sachse Rd.
 Sachse, TX 75048
 Lt. Steve Norris 469-429-9823</p> |

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214-698-2200 Office

- 51) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360
- 54) UT Southwestern Medical Center Police Dept.
Room BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Adam Jones 214-633-1633
- 55) Wilmer Police Department
Warrant Room and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Lt. Eric Pon 972-441-6565

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

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

WHEREAS, the Dallas County Detention Center and Juvenile Department maintains Juvenile Processing Office, Room B109, located at 2600 Lone Star Drive, Dallas, Texas 75212. The room was previously designated as approved Juvenile Processing Offices on November 23, 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 County Detention Center and Juvenile Department's Juvenile Processing Office, Room B109, was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on September 14, 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 Detention Center and Juvenile 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, because this room is within the Juvenile Department and specifically designated for use by local law enforcement agencies that require completion of paperwork prior to a child being detained, no 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Office, Room B109, for the Dallas County Detention Center and Juvenile Department located at 2600 Lone Star Drive, Dallas, Texas 75212.

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, 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 Irving Police Department; and

WHEREAS, the Irving Police Department maintains Juvenile Processing Offices at two separate locations: Juvenile Holding Area; CID Juvenile Interview Room; Report Writing Room; and Community and Youth Services Division School Resource Office, Youth Investigator's Office, and Juvenile Intake Lobby at 305 N. O'Connor, Irving, TX 75061; and the Report Writing Room at 5992 Riverside Dr., Irving, TX 75039. The rooms were previously designated as approved Juvenile Processing Offices on February 22, 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 Irving Police Department's Juvenile Processing Offices located at were personally inspected by Leah Probst, Pre-Adjudication Manager, on September 28, 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 Irving 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 Irving Police Department, Juvenile Holding Area; CID Juvenile Interview Room; Report Writing Room; and Community and Youth Services Division School Resource Office, Youth Investigator's Office, and Juvenile Intake Lobby located at 305 N. O'Connor, Irving, TX 75061; and the Report Writing Room located at 5992 Riverside Dr., Irving, TX 75039.

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

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

WHEREAS, the Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, G123 located at 200 Wintergreen Road, Lancaster, TX 75134; Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 were previously designated as approved Juvenile Processing Offices on August 24, 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 Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A, located at 200 Wintergreen Road, Lancaster, TX 75134 were personally inspected by Roger Taylor, Manager of Probation Services on September 27, 2017 and he has determined these sites suitable as a Juvenile Processing Office. The designated rooms are clearly identified with affixed signage outlining the specific room number; and

WHEREAS, the Lancaster ISD Police Department has discontinued using Lancaster High School room G123 located at 200 Wintergreen Road, Lancaster, TX 75134 as a designated Juvenile Processing Office, the Lancaster ISD Police Department has discontinued using Elsie Robertson Middle School room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134 as a designated Juvenile Processing Office.

WHEREAS, in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Chief Le'Shai Maston 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; and

WHEREAS, in calendar year 2016, the Lancaster ISD Police Department referred 26 juveniles to the Dallas County Juvenile Department. Of the 26 referrals, 25 (96.2%) were Black and 1 (3.8%) was Hispanic. Of the 26 referrals, 25 (96.2%) were male and 1 (3.8%) was female; and

WHEREAS, this Juvenile Processing Office designation complies with the Dallas County Strategic Plan; Vision 3 – Dallas County is *safe, secure, and prepared*; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Offices for the Lancaster Independent School District (ISD) Police Department's "Juvenile Processing Office" room 603 located at 814 W. Pleasant Run Road, Lancaster, Texas 75134; Lancaster High School, "Juvenile Processing Office – LISD Police" rooms C126A located at 200 Wintergreen Road, Lancaster, TX 75134. It is further ordered removing the designation of Juvenile Processing Offices at Lancaster High School room G123 located at 200 Wintergreen Road, Lancaster, TX 75134, and Elsie Robertson Middle School, "Juvenile Processing Office" room 86 located at 822 W. Pleasant Run Road, Lancaster, Texas 75134

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: October 23, 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 23rd 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, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

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

WHEREAS, the Lancaster Police Department maintains Juvenile Processing Offices: Room A148 (titled Victim/Witness Interview room) and Room B122 (titled Report Writing room) located at 1650 N. Dallas Ave., Lancaster, TX 75134. The rooms were previously designated as approved Juvenile Processing Offices on August 24, 2015, by this Department and the Dallas County Juvenile Board; and

WHEREAS, in In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Lancaster Police Department's Juvenile Processing Offices room A148 (titled Victim/Witness Interview room) and room B122 (titled Report Writing room) located at 1650 N. Dallas Ave., Lancaster, TX 75134 were personally inspected by Roger Taylor, Post-Adjudication Manager, on September 27, 2017. The sites were determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage; and

WHEREAS, in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, CID Sergeant Erick Alexander 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; and

WHEREAS, in calendar year 2016, the Lancaster Police Department referred 62 juveniles to the Dallas County Juvenile Department. Of the 62 referrals, 57 (91.9%) were Black, 4 (6.5.1%) were Hispanic, and 1 (1.6%) was White. Of the 62 referrals, 48 (77.4%) were male and 14 (22.6%) were female; and

WHEREAS, this Juvenile Processing Office designation complies with the Dallas County Strategic Plan; Vision 3 – Dallas County is *safe, secure, and prepared*; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Offices for the Lancaster Police Department Processing Offices, Room A148 (titled Victim/Witness Interview room) and Room B122 (titled Report Writing room) located at 1650 N. Dallas Ave., Lancaster, TX 75134.

DONE IN OPEN BOARD MEETING this 23rd day of October, 2017.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: October 23, 2017
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of IX – Personnel: Duties

Background

Any subsequent action deemed necessary as a result of IX – Personnel: Duties

Recommended by:

A handwritten signature in blue ink, appearing to read "Terry S. Smith", is written over a horizontal line.

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



DISCUSSION

ITEM

VII.



DISCUSSION ITEM M.



Academy for Academic Excellence Director's Report September 2017

September 22nd was an early release day for students. Staff attended content meetings to review data from pre and post assessments and shared instructional strategies to increase student achievement.

September 29th was the last day of the 1st 6-weeks. Teachers input grades to finalize student report cards.

New staff hired for AAE: Jacqueline Bluitt, Assistant Campus Administrator at SAU. Ms. Bluitt is a graduate of Fisk University. She has teaching and campus administrative experience.

AAE assisted 35 families from the Food Bank and seven families from the Clothing Closet.

AAE had four students submit applications for the Hispanic Scholarship Award.

ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
September 2017

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

Latest Campus Enrollment

Total Enrollment	259
SPED - Total Students	66
ESL - Total Students	43

Instruction at a Glance

This month marks Hispanic Heritage Month (September 15 - October 15). Students are taking part in classroom activities that enhance their knowledge of and celebrate Hispanic Culture.

One student submitted an application and won the Hispanic Scholarship Award in the amount of \$1,000.00 and a personal laptop computer.

Pre and post assessments for all content areas were completed for the 1st 6-weeks of school.

DAY REPORTING CENTER - CAMPUS (002):

Latest Campus Enrollment

Total Enrollment	34
SPED - Total Students	03
ESL - Total Students	05

Instruction at a Glance

Pre and post assessments were given the first 6-weeks of school and results showed an increase in scores from the pretest to the post-test in all content areas. We will continue our focus on improving reading skills.

Reading

Students are still working on their goals to improve their reading abilities.

Math

Students are learning to work the TI-80 calculator; this includes the numerous functions the calculator has.

Science

Students studied measurement and plant life.

Social Studies

Students studied geography and Hispanic Americans in observation of Hispanic Heritage Month.

GED

GED currently has 12 students enrolled. One student has passed all four tests and will secure his GED certificate.

Campus Focus

Teachers began a new book study, "Motivating Students Who Don't Care," which is a continuation from "Engaging Students in Poverty".

One student submitted an application and won the Hispanic Scholarship Award in the amount of \$1,000.00 and a personal laptop computer.

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

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

Total Enrollment	116
Medlock Students	63
Youth Village Students	48
Youth Village Youth Offenders	05

SPED - Total Students	29
Medlock SPED	16
Medlock 504	00
Youth Village SPED	13
Youth Village 504	00

ESL – Total Students **17**

Hispanic Heritage Month

During the month of September, the Medlock Youth Village Campus began conducting activities to celebrate Hispanic Heritage Month (September 15th – October 15th). Medlock and Youth Village teachers have designed TEKS-based lessons celebrating the achievements and contributions of Hispanic Americans in observation of Hispanic Heritage Month. Throughout Hispanic Heritage Month, the Medlock Youth Village staff honored the contributions of Hispanic Americans with a host of engaging activities and events that included all content areas, such as a tribute to the Hispanic authors and debates on modern day examples of civil disobedience regarding immigration, Deferred Action for Childhood Arrivals (DACA) and voter identification. A Hispanic Heritage Staff Luncheon took place at Youth Village for the staff. These celebratory activities will conclude with an assembly at the Youth Village location.

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

Dallas Chamber Symphony

The Dallas Chamber Symphony conducted the first of a three concert series for the students at Youth Village. Students developed an appreciation for types of music genres and learned various character-building and leadership skills during these interactive concert sessions. Each concert focused on different elements necessary for becoming a leader and developing positive decision-making skills. Students were highly engaged and always anticipated what skills they would learn at the subsequent performances. We are looking to continuing this relationship with the Dallas Chamber Symphony in the spring semester.

Credit Recovery Program

The Medlock Youth Village credit recovery program is well underway and the Medlock Youth Village staff is steadily finding ways to assist students in a positive transition back into their traditional educational settings. Currently, over fifty students are participating in the program.

Report Cards

The 1st Six Weeks ended on September 22nd, thirty-three (33) students made the A/B Honor Roll. Parent copies were mailed and students received copies.

Social Studies Department

The students are learning various concepts and historical events associated with their assigned course. In addition, both Medlock Youth Village Social Studies teachers are incorporating the contributions of Hispanic Americans into their lessons.

STAAR Preparation

To help prepare students for the December STAAR assessment, the Medlock Youth Village teachers will use the STAAR release test as a diagnostic tool to determine the students' strengths and weaknesses.

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):**Latest Campus Enrollment**

Total Enrollment	35
SPED Total Students	07
ESL Total Students	12

English

Students created short stories using the five stages of plot (exposition, rising action, climax, falling action, and resolution).

Career and Technology

Students learned about Microsoft Word, Excel, and Power-point. Students also completed Odyssey ware assignments and are currently learning about Entrepreneurship.

Credit Recovery

Two students recovered a total of 7 credits combined.

Science

Students reviewed the tools of scientists and used the scientific method of problem solving to solve problems. Students also explored technology in science.

Math

Students worked on quadratic equations in one variable and learned to calculate and interpret the average rate of change of a function.

Social Studies

Students studied the achievements and contributions of Hispanic Americans in observation of Hispanic Heritage Month.

LETOT CAMPUS (005):**Latest Campus Enrollment**

Total Enrollment	26 shelter/13 RTC
SPED Total Students	1 shelter/1 RTC
ESL Total Students	2 shelter/2 RTC
504 Total Students	0 shelter/0 RTC

Instruction at a Glance

- Teachers used the 1st 6-weeks pre- and post- test data to make informed instructional decisions. Teachers spiraled all identified low TEKS in instruction.
- We are continuing to utilize active learning strategies in all content areas.
- Our current book study (Motivating Students Who Don't Care) is being presented by teachers and staff using an active learning strategy of choice.
- AIP (Accelerated Instructional Program) students have been identified and have been placed on an academic plan.

Campus Life at a Glance**RTC**

- Weekly Student Stars incentive program is a success. Students who excel academically and stand out through performing exemplary actions are celebrated and recognized on a weekly basis. Repeat excelling students are rewarded with gift cards.
- Students do morning announcements using the PA system for the entire wing. Daily announcements including the pledges, history facts, motivational quotes and even music kick off each day. All girls are given the opportunity to be in the rotation.

Shelter

- Weekly Student Stars incentive program is kicking off. Students who excel academically and stand out through performing exemplary actions are celebrated and recognized on a weekly basis. Repeat excelling students are rewarded with gift cards.
- Students will be able to do science labs and use educationally, supportive computer programming in the computer lab once a week.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of September 2017:			District Total Enrollment: 468		
District Average Attendance			451 (96.37%)		
District Special Education Student Population			145 (30.98%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	266	18	117	32	35
New Students	122	12	18	13	18
Withdrawals	135	04	20	06	20
Avg. Daily Attendance	264	12	116	24	35
Avg. Daily Enrollment	266	18	117	32	35
Attendance Average	99.25%	66.67%	99.15%	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	44	16.99%	07	21.87%	00	0.0%	10	27.78%	26	76.47%
Male	215	83.01%	25	78.13%	116	100%	26	72.22%	08	23.53%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	3		0		1		0		1	
6	5		1		0		0		1	
7	18		5		8		4		5	
8	50		7		15		2		1	
9	115		10		65		17		14	
10	54		8		20		6		7	
11	11		1		5		6		3	
12	3		0		2		1		2	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		1	
11	1		0		1		0		0	
12	2		0		1		0		1	
13	17		0		7		2		4	
14	33		5		13		1		5	
15	73		5		20		4		10	
16	83		15		54		9		8	
17	48		7		20		20		5	
18+	1		0		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	121	46.72%	13	40.63%	71	61.21%	4	11.11%	16	47.06%
Caucasian	13	05.02%	0	00.00%	5	04.31%	4	11.11%	2	05.88%
Hispanic	125	48.26%	19	59.37%	40	34.48%	27	75.00%	16	47.06%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	0	00.00%	0	00.00%	0	00.00%	1	02.78%	0	00.00%



ACTION ITEMS

VIII



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: October 23, 2017

To: Academy for Academic Excellence Charter School Board

From: Dr. Terry S. Smith, Director

Re: Renewal of Annual School Board Liability Insurance with the Academy for Academic Excellence

Background of Issue:

The purpose of this brief is to obtain authorization to purchase School Board liability insurance in the amount of \$18,100 to be paid from state-aid (7500). This is an increase of \$3,152 from the previous year. The increase was explained as overall increase in insurance rates.

In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of Education Services from the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On October 3, 2017, Dallas County Academy for Academic Excellence (AAE) received a quote for \$18,100 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

Quote Option	Limit of Liability Each Claim/Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000/\$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$18,100	\$0	\$18,100

AAE also received three (3) responses from the following insurance groups:

1. Affiliated Financial Marketing (AFM) Dallas – “we are not looking to write any new schools in the Dallas – Fort Worth area” – no quote.
2. Brit Global Specialty USA – “unfortunately, this looks too small for our program” – no quote.
3. Texas Mutual – “we do not provide this coverage” – no quote.

Impact on Operations and Maintenance:

The current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence.

Strategic Plan Compliance:

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

Legal Information:

This information has been reviewed and approved by Mr. Urmit Graham, Dallas County Risk Management and Ms. Helen Taylor, Dallas County Human Resources Department.

Financial Impact / Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

To follow policy terms and conditions related to this insurance.

Project Schedule/Implementation:

The policy period is January 1, 2018, through January 1, 2019.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced in the amount of \$18,100 to be paid from state-aid (7500).

Recommended By:


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



Arthur J. Gallagher & Co.

October 4, 2017

Academy for Academic Excellence
1673 Terre Colony Ct.
Dallas, TX 75212

Re: Educators Legal Liability
1/1/2018-1/1/2019

Dear Anita:

The above policy will be renewing shortly and attached is our quotation for coverage.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is ACE American Insurance Company
- The renewal premium is \$18,100
- Limits and Retentions are shown on the attached quote
- Significant policy terms, conditions and exclusions are listed on the attached quote
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
 - Definition of claim: Refer to the attached quote and policy form
 - Incident or Claim Reporting Provision: Refer to the attached quote and policy form
 - Extended Reporting Period Option Details:
 - ERP Premium Amount: 100% of last Annual Premium
 - ERP Premium Due Date: Refer to the attached quote and policy form
 - ERP Length: 12 months
 - If client request to purchase ERP is required to be in writing to the carrier: Refer to the attached quote and policy form
 - Significant Restrictions to the ERP availability: Refer to the attached quote and policy form
- Immediately report all claims to:
Director of Professional Liability Claims
ACE Professional Risk
P.O. Box 5105
Scranton, PA 18505-0518
Fax: 877-201-8787

To renew this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Shaundra Kirk, MBA, CISR, AINS

Client Service Manager

**Compensation
Disclosure
Schedule**

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler, MGA or Intermediary % 4	AJG Owned ? Yes or No
Educators Legal Liability	ACE American Insurance Company	N/A	\$18,100	12.5%	N/A	No

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10 % of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/
wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

Important Disclosures

The quotation(s) attached are an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

Compliance Officer Arthur J.
Gallagher & Co. Two Pierce
Place, 20th Floor Itasca, IL
60143

Carrier Ratings and Admitted Status

Proposed Carriers	A.M. Best's Rating	Admitted/Non-Admitted
ACE American Insurance Company	A++ XV	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

Level	Category	Level	Category	Level
Category				
A++, A+.....Superior		B, B-.....Fair		D.....Poor
A, A-.....Excellent		C++, C+.....Marginal		E.....Under Regulatory Supervision
B++, B+.....Good		C, C-.....Weak		F.....In Liquidation
				S.....Suspended

Financial Size Categories

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative. Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Best's Financial Strength Ratings

Rating	Descriptor	Definition
A	A++	Superior
	A+	Excellent
	A	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
B	B++	Good
	B+	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
	B	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
C	C++	Marginal
	C+	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
D	D	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision
	F	In Liquidation
S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Rating Outlooks

Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Under Review Implications

Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.

Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.

Not Rated Designation

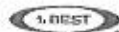
NR: Assigned to companies that are not rated by A.M. Best.

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com.

Best's Financial Strength Ratings are distributed via press release and/or the A.M. Best website at www.ambest.com and are published in the Credit Rating Actions section of Best's Journal. A.M. Best's Financial Strength Ratings are proprietary and may not be reproduced without permission. Copyright © 2014 by A.M. Best Company, Inc.

Version C80114



**Client Authorization to Bind Coverage
Dallas County-Government Entity
Academy for Academic Excellence**

After careful consideration of your proposal dated 12/22/15, we accept your insurance program subject to the following exceptions/changes:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind All Policies As Shown Herein:
		Bind TRIA Terrorism Coverage As Quoted: Included
		Provide Quotations or Additional Information on the following Coverage Considerations:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Client Signature
For Academy for Academic Excellence

Dated

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% for year 2015; 84% beginning on January 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 that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2020. EFFECTIVE DECEMBER 31, 2020 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES

Terrorism Risk Insurance Act premium: \$_____.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Cap On Losses From Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

ACE Scholastic Advantage Educators Legal Liability Insurance Policy
ACE Municipal Advantage Public Entity Liability Policy

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Damages** or **Claims Expenses** that are otherwise excluded under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Representative

EPL Assist™

CHUBB®

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. CHUBB recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for CHUBB insureds, called EPL Assist.

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting CHUBB insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, CHUBB insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the CHUBB Group of Companies ("CHUBB Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. CHUBB Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. CHUBB Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the CHUBB Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.

CHUBB

To: Shaundra Kirk From: Mark Foutch
Company: ARTHUR J GALLAGHER Date: 10/04/2017
RISK MANAGEMENT
SERVICES INC
Tel: _____ Tel: 314-889-4404
e-mail: Shaundra_Kirk@ajg.com e-mail: mfoutch@chubb.com
Re: Primary Indication Pages including cover: 14

Account: Academy for Academic Excellence
Insured Address: 1673 Terre Collony Ct., Dallas, TX 75212
Line of Coverage: ACE Scholastic Advantage Educators Legal Liability
Type of Submission: Renewal of policy number G21673511 012
Insuring Company: ACE American Insurance Company
Effective Date: 01/01/2018
Expiration Date: 01/01/2019

Dear Shaundra

I am pleased to offer the attached quotation for **Academy for Academic Excellence**. The commission payable for placement of this business is 12.5%. *

Thank you for considering the Chubb USA Companies as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mark Foutch
Executive Underwriter
Chubb Professional Risk

Account: Academy for Academic Excellence

Account: Academy for Academic Excellence

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on N/A:

Nothing needed at this time

2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Scholastic Advantage Primary Educators Legal Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE*
1	\$1,000,000/\$1,000,000	\$25,000	IA. \$0	\$18,100	\$0	\$18,100
			IA.2 and IB.\$ \$100,000			
			IC. \$100,000			

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. Please note that, if the policy is bound, as part of the insurance policy, the Insured will have access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to CHUBB USA Public Entity Liability policyholders as part of their policies, as part of CHUBB USA Professional Risk loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services

Policy Form Number: PF-26438 (01/09) / PF-26439a (05/09)

Extended Reporting Period: 12 months for 100% of last annual premium

Account: Academy for Academic Excellence

The following Endorsements will be added to the basic contract(s):

ALI20887 (10/06) – Producer Compensation Notice
CC-1K11g (01/11) – Signatures Endorsement
PF-17914 – OFAC Notice
ALL-11559d (10/07) – TX Risk Control Services
ALL21101 (11/06) – Trade or Economic Sanctions Endt
ALL-4Y30d (10/09) – TX Information and Complaints
PF 33468 (02/11) – Notice Amended
PF-26470 (01/09) – Third Party Claims Exclusion
PF-26701 (01/09) – Charter School Exclusion
PF-31138 (10/10) – Bully Exclusion
PF-38981 (01/13) – False Claims Act Exclusion
MS-43820 (01/16) – Limits of Liability Amended

State Amendatory Endorsement(s) added to basic contract(s):

PF-26519 (10/09) – TX Amendatory

TRIA Endorsements added to basic contract(s):

PF-17705b (01/15) – Cap On Losses From Certified Acts of Terrorism
TRIA11c (01/15) – Disclosure Pursuant to Terrorism Risk Insurance Act

This indication will remain valid until: 1/1/2018

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" is other than that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.

Account: Academy for Academic Excellence

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,



Mark Foutch
Executive Underwriter
Chubb Professional Risk

Chubb. Insured.SM

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Premium Surcharges

If the issuing company indicated on the indication/quotation/binder is either ACE American Insurance Company or Westchester Fire Insurance Company, the following surcharges will apply in addition to the premium. Some exemptions apply. Premium surcharges are subject to change at the anniversary dates of multiyear policies paid in annual installments. Collection and remittance of premium surcharges for surplus lines policies, if applicable, are the responsibility of the surplus lines broker.

Kentucky Insureds

- | | |
|--------------------------------|------------------------|
| ➤ Premium Surcharge | 1.8% |
| ➤ Local Government Premium Tax | Varies by municipality |

New Jersey Insureds

- | | |
|--|------|
| ➤ NJ Property-Liability Insurance Guaranty Association | 0.7% |
|--|------|

West Virginia Insureds

- | | |
|---------------------|-------|
| ➤ Premium Surcharge | 0.55% |
|---------------------|-------|

All Other Insureds

There are currently no premium surcharges in your state for this line of business. This is subject to change at the anniversary dates of multiyear policies paid in annual installments.

Account: Academy for Academic Excellence

Ed. 10/01/2015

Page 1 of 1

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U.S. Treasury Department's
Office
Of Foreign Assets Control
("OFAC")
Advisory Notice to
Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from CHUBB U.S. insurance companies, please go to the following web site:

<http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2017 - XXX

DATE: October 23, 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 23rd 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 Academy for Academic Excellence Charter School Board Order:

WHEREAS, the Juvenile Department requests authorization to purchase School Board liability insurance in the amount of \$18,100 to be paid from state-aid (7500). This is an increase of \$3,152 from the previous year. The increase was explained as overall increase in insurance rates; and

WHEREAS, in July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of Education Services from the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On October 3, 2017, Dallas County Academy for Academic Excellence (AAE) received a quote for \$18,100 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

Quote Option	Limit of Liability Each Claim/Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000/\$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$18,100	\$0	\$18,100

AAE also received three (3) responses from the following insurance groups:

1. Affiliated Financial Marketing (AFM) Dallas – “we are not looking to write any new schools in the Dallas –Fort Worth area” – no quote.
2. Brit Global Specialty USA – “unfortunately, this looks too small for our program” – no quote.
3. Texas Mutual – “we do not provide this coverage” – no quote; and

WHEREAS, the current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence; and

WHEREAS, this information has been reviewed and approved by Mr. Urmit Graham, Dallas County Risk Management and Ms. Helen Taylor, Dallas County Human Resources Department; and

WHEREAS, this information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

WHEREAS, AAE will follow policy terms and conditions related to this insurance; and

WHEREAS, the policy period is January 1, 2018, through January 1, 2019; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual School Board liability coverage as invoiced in the amount of \$18,100 to be paid from state-aid (7500).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the request for the renewal of the annual School Board Liability Insurance.

DONE IN OPEN BOARD MEETING this 23rd day of October, 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