



**AGENDA**  
**DALLAS COUNTY JUVENILE BOARD**  
**Monday, November 27, 2017 5:00 p.m.**  
**Youth Village 1576 E. Langdon Rd. Dallas, Texas 75241**  
**972-225-9750**


**FILED**  
**2017 NOV 20 PM 4:23**  
**COUNTY CLERK**  
**DALLAS COUNTY**

- I. **Call to Order**
- II. **Approval of Minutes**  
October 23, 2017
- III. **Tour of Youth Village**
- IV. **Public Comment (Limited to 3 minutes per individual or organization)\***
- V. **Discussion Items-Juvenile Department**
  - A. Director's Report
  - B. Juvenile Justice Alternative Education Program (JJAEP) Update
- VI. **Action Items - Juvenile Department**
  - C. December Juvenile Board Meeting and Location (if deemed necessary)
  - D. Juvenile Board 2018 Meeting Schedule and Calendar
  - E. Youth Village Certification 2017 - 2018
  - F. Youth Village Policy and Procedures Approval for 2017 - 2018
  - G. Approval of Contract with Parker County Juvenile Department for Pre-Adjudication Beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center
  - H. Approval of Renewal of Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department
  - I. Approval of Memorandum of Understanding between POETIC and Dallas County Juvenile Department
  - J. Ratification of Techshare Juvenile and Juvenile Case Management System-Basic: 2018 Resource Sharing Addendum
  - K. Educational Experience Affiliation Agreements - The University of Texas at Arlington, The University North Texas at Dallas and Dallas County Juvenile Department
  - L. Youth Services Advisory Board (YSAB) Juror Fund Recommendation for the Successful Thinking and Responsible Sexuality (STARS) Program for Fiscal Year 2018
  - M. Juvenile Processing Offices -Cedar Hill Marshal's Office, Cockrell Hill Police Department, Dallas County Hospital District Police Department, Mesquite Police Department and Methodist Health System Police Department
  - N. Recommendations for New Non-Residential Services Contracts under Request for Proposals No. 2017-019-6643 for FY2018
  - O. Recommendations for New Residential Services Contracts under Request for Proposals No. 2017-018-6642 for FY2018
  - P. Amendment to the Victoria County Contract for FY2018: Amendment No. 1
  - Q. New Contracted Non-Residential and Residential Placement Rates
  - R. Gulf Coast Trades Center, Workforce Development Grant Memorandum of Understanding
- VII. **Discussion Items - Charter School**
  - S. Academy for Academic Excellence (AAE) Charter School Update
- VIII. **Action Items - Charter School**
  - T. Annual Approval of School Improvement Plans for the Academy for Academic Excellence
- IX. **Executive Session - Juvenile Department**

For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076

Subjects:                      Litigation                      Security                      Personnel                      Contracts

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

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



# APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: October 23, 2017

DALLAS COUNTY  
JUVENILE BOARD

TIME: 5:00 PM

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

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

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

**I. Call to Order**

At 5:15 pm, 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. Tour of Facilities - Letot Center and Letot RTC**

- Letot Center – 10505 Denton Dr., Dallas, TX 75220
- Letot RTC – 10503 Denton Dr., Dallas, TX 75220
- Judge Shannon stated the Board would not be touring the Letot RTC facility and the corresponding Action Items were pulled from the agenda.
- The recess for the tour was from 5:05-5:15 pm. At 5:15 pm, Judge Shannon called the meeting back to order.

**III. Approval of Minutes**

Judge Shannon asked for an approval of the September 25, 2017, Juvenile Board meeting minutes.

- Commissioner Price moved and Judge Miller seconded to approve the September 25, 2017 minutes. The motion passed unanimously.

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

- Noting there was no one present for public comments, Judge Shannon called for the Discussion Items.

**V. 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 the Board the opportunity to address any concerns they may have with the information provided therein. She then recognized Mr. James Downing, Probation Officer in the District 9 Field Unit, as the Employee of the month for September. She also stated that Ms. Lisa Murad, Drug Court Supervisor, is now handling the Youthful Offender Court and mentioned that Janet Reynolds of Big Thought is back working with the youth in the HONORS program in Detention.

**B. JJAEP Update**

Dr. Smith stated that normal programming is taking place and that there was an audit by TJJD. Ms. Ramos, Deputy Director of Education Services, stated that although we do not receive a rating, we are compliant with the standards; however, there were a couple of issues in the technical areas. Dr. Smith mentioned the school is looking at ways to contract with other Charter Schools, and would keep the Board updated as that comes into fruition.

- Commissioner Price asked for the reasoning for contemplating contracting with other schools. Ms. Ramos informed the Board that the other Charter Schools are expelling students to the street and Dallas County is looking to see if those students can be placed through contract at JJAEP at the cost paid by the State. Judge Shannon stated there was a meeting held and that she was encouraged by the possibility of the students coming to JJAEP rather than being expelled to the streets. Commissioner Price voiced his concerns about the students being expelled, and stated the majority of those students are African American and Hispanic. He also stated that if the State picks up the cost for placing the students, the taxpayers will ultimately pay and he mentioned his concern for the number of students that may end up at JJAEP. Judge Shannon added that if the students expelled from the Charter Schools were to be placed with us, it would be a way to gather statistics about whom and why those students are being expelled.

**VI. Action Items - Juvenile Department****C. Certification of Letot Center**

Dr. Smith stated the facility provides temporary or emergency care services and supervision for up to 40 youth, ages 10-17, which are deemed appropriate for the Letot Center setting by the Court. She stated the facility has been toured as required by the State, and asked the Board to certify the Letot Center as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

- Commissioner Price asked for clarity in regards to the amount of youth the facility houses. Dr. Smith explained it is a combination of both the shelter and the residential facilities, which brings the total to 40. Commissioner Price stated he thought it was 32 and asked how the other eight are factored in. Dr. Smith explained there is a section in the building called the Intake Orientation where up to 8 youth can be held while staff tries to reach their parents for up to six hours. Judge Shannon instructed the Department to provide the Board with the actual name of that section of the facility.



- Commissioner Price moved and Judge Miller seconded the certification of the Letot Center as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code. The motion passed unanimously.

D. 2017 Annual Review of the Letot Policy and Procedures

Dr. Smith stated the red line version and a disc of the policy and procedures has been provided to the Board and asked the Board to certify the policy and procedure as outlined and allow the Executive Director or designee to make changes as needed until it can be heard and brought before the Board.

- Judge Shannon asked if there had been any changes to the policy and procedures, and both Commissioner Price and Dr. Smith replied that very few changes were made. Commissioner Price asked if Ms. Denika Caruthers, Legal Advisor had approved the policy and procedures. Ms. Caruthers confirmed she had. Dr. Smith stated for the record the Letot Shelter is 34 and the Letot Holding is 8.
- Judge Smith moved and Judge Martin seconded to approve the 2017 Policy and Procedures for the Letot Center. The motion passed unanimously.

E. Certification of Letot Residential Treatment Center Post-Adjudication Secure Facility

Judge Shannon stated for the record that item E was pulled.

F. Approval of the 2017 Policy and Procedures Manual for Letot Residential Drug Treatment (RDT) and the Letot Residential Treatment Center Post-Adjudication Secure Facility

Judge Shannon stated for the record that item F was pulled.

G. Approval of Indigent Defense Plan - 2017

Judge Shannon stated this is the Biennial approval for the 2017 Indigent Defense Plan, and there is one change on page 10 under section 15.18 of the Code of Criminal Procedure. She explained there has to be a designation of a person to contact regarding Out of County warrants and a process for that. She continued on to say it appears that section doesn't apply in the Juvenile arena as much as it does adults. The section with the amendment is real basic, because if we get a child with an out-of-county warrant we are going to immediately return the child to that county, they won't be here long enough for us to have to assign counsel. She also stated that if one of our juveniles is in custody for more than three days in another county the Department will make sure they are appointed counsel and that she is the point of contact for that. She ended by saying that is the only change made to the Plan.

- Commissioner Price moved and Judge Smith seconded the approval of the Indigent Defense Plan - 2017. The motion passed unanimously.

H. Contract with Hill County Juvenile Department for Pre-Adjudication beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center

Dr. Smith stated Dallas County currently contracts out pre-adjudication detention bed to Kaufman County, Parker County, Ellis County, and Johnson County. She stated there is a 16 maximum on contract beds. She also mentioned that the daily per diem is \$140 per youth, which is above the regular state rate of \$110 per day. Dr. Smith stated that as of this date, the Department has received \$300,000 from contract beds and that money is used to offset our Placement cost. She then asked the Board to approve the 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, noting that Ms. Caruthers had reviewed the contract.

- Judge Miller moved and Judge Martin seconded the approval of the contract with Hill County Juvenile Department for Pre-Adjudication beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center. The motion passed unanimously

I. Youth Services Advisory Board (YSAB) New Appointments and Re-appointments

Dr. Smith stated Ms. Brittney Manning, Service Coordinator, Children's Health Medical Plan/Therapist, and Ms. Angela Luckey, President for the Grand Prairie chapter of the NAACP are the new members who were appointed to sit on the YSAB Board. Their terms are to begin on January 31, 2018, and run to January 31, 2020. Ms. Sylvia Orozco-Joseph, National Director of WHO (We Help Ourselves); Ms. Vivian Lawrence, Child and Family Guidance Center; Dr. Rebecca Corona, Health professional - Parkland hospital are all up for re-appointments. She then stated 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.

- Commissioner Price asked for the YSAB Board members' attendance records. Dr. Smith stated that she didn't have the information at hand, but would provide the information. She informed the Board that Judge Miller, current Chairman for YSAB had had a conversation with Justice Fitzgerald and Dr. Juan Perez about their attendance and both gentlemen had professional and personal reasons as to why they couldn't be in attendance. Commissioner Price asked Judge Miller if all the members who are up for reappointment were in good standing as far as attendance. Judge Miller replied yes.
- Commissioner Price moved and Judge Martin seconded the approval of the appointments and re-appointments to the YSAB Board. The motion passed unanimously.

J. Ratification of Contract with Dallas Children's Advocacy Center

Dr. Smith explained the difference is that initially Dallas Children's Advocacy Center (DCAC) requested to hire a therapist, but they began doing some of the counseling and therapy and decided they needed a Partner Relations Coordinator instead. 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. She continued by saying that this is the only change made to the contract. Dr. Smith asked 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. This agreement is for October 1, 2016 to September 20, 2018.

- Judge Shannon stated that based on the reading, the person hired for the Partner Relations Coordinator is equivalent to a liaison. Dr. Smith explained they have identified a different role based on a need from when they first started this contract and this is what they think would help make the transition with the kids that are in both of our systems and working with the families smoother. Commissioner Price confirmed the \$123,366.00 cost was for two years. Commissioner Price also asked if this money is grant funded. Dr. Smith replied yes.
- Judge Smith moved and Commissioner Price seconded to approve the Ratification of Contract with Dallas Children's Advocacy Center. The motion passed unanimously.

K. Juvenile Processing Offices – Dallas County Detention Center and Juvenile Department, Irving Police Department, Lancaster ISD Police Department, and Lancaster Police Department

Dr. Smith began by stating this Department and the Dallas County Juvenile Board previously designated the Dallas County Detention Center and Juvenile Department room B109, located at 2600 Lone Star Drive, Dallas, TX 75212, as an approved Juvenile Processing Office on November 23, 2015. Rudy Acosta, Deputy Director of Probation Services personally inspected it on September 14, 2017. 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. They were personally inspected by Leah Probst, Pre-Adjudication Manager, on September 28, 2017. The rooms were previously designated as approved Juvenile Processing Offices on February 22, 2016, by this Department and the Dallas County Juvenile Board. 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. The Lancaster Police Department maintains Juvenile Processing Offices at room A148 (titled Victim/Witness Interview room) and Room B122 (titled Report Writing room) at 1650 N. Dallas Ave., Lancaster, TX 75134. 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.

- Commissioner Price asked if the Irving Processing Office has the same officers assigned to this (Juvenile Processing) division and also has there been any major changes. Ms. Leah Probst replied there is a new Lieutenant by the name of Christopher Summers. Judge Shannon asked for clarity on the Processing room located at 2600 Lone Star Drive, Dallas, TX. She wanted to know the difference in the Detention Center and the Juvenile Department. Dr. Smith explained they are one and the same and the Juvenile Departments' location is B109. Judge

Shannon asked specifically if there was a place in Detention that was designated as the Processing room. Mr. Acosta answered yes; it is in the Intake area. Commissioner Price asked when did Lieutenant Summers come aboard. Ms. Probst stated Lieutenant Summers has been there since the last inspection in February 2016. Judge Shannon stated for the record that the Order should read Dallas County Detention Center Processing Office room B109, and instructed the Department to remove "and Juvenile Department" from the Order. Dr. Smith stated the changes would be made. She then asked the Board to approve the Juvenile Processing Offices – Dallas County Detention Center, Irving Police Department, Lancaster Police Department, and Lancaster ISD Police Department as outlined.

- Judge Martin moved and Judge Smith seconded to approve the Juvenile Processing Offices – Dallas County Detention Center, Irving Police Department, Lancaster Police Department, and Lancaster ISD Police Department as outlined. The motion passed unanimously.

L. Any subsequent action deemed necessary as a result of IX- Personnel; Duties

Judge Shannon stated the Board would reserve Item I. and would address it later if needed.

- Judge Shannon entertained a motion to recess as the Dallas County Juvenile Board.
- Commissioner Price moved and Judge Martin seconded to recess as the Juvenile Board. The motion passed unanimously.
- Commissioner Price moved and Judge Martin seconded to convene as the Academy of Academic Excellence. (AAE)

VII. **Discussion Items - Charter School**

M. Charter School Update

Dr. Smith stated the first six-weeks ended on September 29, 2017, Education continues to hire new staff, and they have assisted families through the food bank and the clothing closet. She stated programming as usual continues. Dr. Smith highlighted the GED program stating they've had more youth to graduate from the program than in the past, which has resulted in more graduation ceremonies.

- Commissioner Price asked who does the assessments on the families assisted. Ms. Ramos explained that most of them come as a referral from the Probation Officer who also completes the financial statement or sometimes the referral comes from the Court Assessment Officer who interviews the family and gains insight into the family dynamics during the interviewing process. She added the boxes are filled according to need.

**VIII. Action Item – Charter School****N. Renewal of the Annual School Board Liability Insurance for the Academy of Academic Excellence**

Judge Shannon began by stating that this is an increase of \$3,152 from the previous year. The increase was explained as overall increase in insurance rates. Dr. Smith stated it has increased but we have to have it every year. She continued by saying the increase has been approved by Mr. Urmit Graham, Dallas County Risk Management, Ms. Carmen Williams, Juvenile Department Budget Manager, and Ms. Helen Taylor, HR Generalist - Juvenile Department who did the bidding on behalf of the Department. Lastly, she asked the Board to approve the request for the renewal of the annual school board liability coverage as invoiced for \$18,100 funded from State-Aid (7500).

- Judge Smith moved and Commissioner Price seconded to approve the renewal of the annual school board liability coverage in the amount of \$18,100. The motion passed unanimously.
- Judge Shannon asked for a motion to recess as AAE.
- Commissioner Price moved and Judge Miller seconded to recess as AAE. The motion passed unanimously.
- Judge Shannon asked for a motion to reconvene as the Juvenile Board.
- Commissioner Price moved and Judge Martin seconded to reconvene as the Dallas County Juvenile Board. The motion passed unanimously.

**IX. Executive Session – Juvenile Department**

Judge Shannon, noting there are items listed for Executive Session for purposes permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076, called the meeting into Executive Session at 5:55 pm.

- Judge Shannon called the Juvenile Board back to order at 6:10pm. She noted the quorum was still present, and that no votes were taken during the executive session and the only matters discussed were matters that by law are authorized to discuss pursuant to statute. She continued by saying there is no further business required pursuant to Item L. Judge Shannon then entertained a motion to adjourn.
- Judge Miller moved and Judge Smith seconded to adjourn the Juvenile Board Meeting. The motion passed unanimously.
- Meeting adjourned at 6:15 pm.





# TOUR OF YOUTH VILLAGE

III



# **PUBLIC COMMENT IV.**



# DISCUSSION ITEMS V





**DISCUSSION**

**ITEM**

**A.**

**DALLAS COUNTY JUVENILE DEPARTMENT**  
**DIRECTOR'S REPORT**  
**October 2017**

The Juvenile Department recognized outstanding Employee of the Month for October 2017: Ms. Michelle Sims (JJAEP).

**PROBATION SERVICES DIVISION**

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

Throughout the month, one hundred and fifty-five (155) youth completed a total of six hundred and sixty-four (664) Court-Ordered CSR hours at various approved CSR sites in Dallas County. We are pleased to announce the hiring of our new Community Service Coordinator, Derrell Cunegin. Mr. Cunegin will begin setting up CSR events for the upcoming 2017 Holiday Season.

**PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred **26** youth for psychiatric services during the month. A total of **26** psychiatric consultations were performed with **20** of those being follow-up consultations. Of the **6** initial psychiatric consultations performed: **5** resulted in no medication being prescribed, **0** 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:**

Our goal is to ensure all of our residents have an opportunity to experience and learn from our life and social skill programs. Therefore, programs are rotated monthly throughout Detention, RDT, START, and now STARS. This month, the STARS residents have new programs: I AM Second (IA2), Movie Night and New Comfort COGIC. I AM Second (IA2) presented their program to the STARS youth and gained interest from most. The organization provides a combination of Life and Social Skills and Spiritual Enrichment. I AM Second (IA2) also provides weekly programming for Honors and STARS residents.

**Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours October:** Volunteers: **81** Total Hours: **261.75**

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

**Volunteer Programs:** Lend-an-Ear

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

**Spiritual Enrichment/Ministry Bible Study:** Covenant Church, A-Team, Snickers Church (formally Gospel Lighthouse), Children's Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC.

DETENTION			
DETENTION	SEPT	OCT	YTD
Admissions	229	233	2381
Releases	229	217	2336
ADP	173	173	174
Detention Hearings	409	447	4663
TJJD/Placement Trips	13	4	87
Local trips	70	39	717
Youth transported	46	39	249
START	SEPT	OCT	YTD
Admissions	0	1	69
Releases	4	0	90
Successful	1	0	53
Unsuccessful	3	0	9
Administrative	0	0	28
ADP	7	6	18

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



**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.

#### September Special Programs/Events:

Movie Night: Movies and refreshments made possible by Snickers Church (In the Blink of an Eye)

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:** The residents participated in Red Ribbon Week and decorated the doors in the classroom area. The girls started a new eight (8) week drug prevention and life skills program with Rainbow Days. Also, we started to distribute certificates to Level Four and All Star residents.

HILL CENTER			
	SEPT	OCT	YTD
Admissions	31	43	315
ADP	28	37	29
Releases	22	34	304
Total Youth Served	55	76	346

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

**Volunteer Services:** 7 groups consisting of 16 individuals provided a total 49.73 hours of service.

### MEDLOCK CENTER

**New Initiatives:** Youth With Faces had its monthly meeting and provided a hot brunch for Medlock/Youth Village Staff. First Three Years provided sessions to two of our residents who are fathers. The fathers were provided with diapers, baby formula, and baby wipes.

**Activities:** Life Quest Essentials, Potter's House, and Pleasant Valley Baptist Church presented spiritual enrichment services to the youth who volunteered to attend their programs. Let's Get It (Fitness Group) engaged youth to participate in their exercises.

**Medical Services:** Nineteen (19) youth were transported from Medlock to the Dr. Jerome McNeil Jr. Detention Center for routine dental care. One (1) youth was transported to court. Five (5) youth were transported to the Dr. Jerome McNeil Jr. Detention Center Psychiatry Department.

**Training Services:** Staff received Online/Web training to assist with retaining re-certification hours. Abuse, Neglect and Exploitation training was facilitated by Mr. Jernigan. PREA training was facilitated by Mr. Gowan.

MEDLOCK			
	SEPT	OCT	YTD
Admissions	6	14	69
Released	6	5	72
Successful	6	3	65
Unsuccessful	0	2	7
Administrative	0	0	0
ADP	36	44	44
Total Youth Served	42	50	117
START			
	SEPT	OCT	YTD
Admissions	3	12	66
Releases	8	14	42
Successful	7	13	40
Unsuccessful	1	1	2
Administrative	0	0	0
ADP	29	24	24
Total Youth Served	34	38	66

**Volunteer/Intern Hours:** Fifteen (15) volunteers provided 19.80 hours of service. The Potter's House provided 3.4 hours of service. The Pleasant Valley Baptist Church provided eight (8) hours of service. Life Quest Essentials provided three (3) hours of service. Let's Get It Fitness Group provided 5.4 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 was transported for his hand therapy appointment. Four (4) residents were transported to Detention Center for Review Hearings. Six (6) residents were transported to Detention Center for dental appointments.

**Volunteer/Intern Hours:** Five (5) individual volunteers provided eighty-seven (87) hours of service. Two (2) chaplain volunteers provided two (2) hour of service. Fifteen (15) group program volunteers provided one-hundred and thirteen (113) hours of service for a total of two-hundred and two (202) hours for the month.

**Training:** Staff received Online/Web training to assist with retaining recertification training hours. ANE training was facilitated by Frederick Jernigan.

**Medical Services:** Seventeen (17) residents were seen for sick call requests. Eight (8) residents were treated at the Med Van on campus and three (3) 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.

## LETOT CENTER

**Community Initiatives:** Non-Residential Services received 44 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 Unit have been providing services.

**Monthly Community Connection:**

**Letot Clinical Psychological Services:** Three (3) families were referred for Clinical services.

**Non-Residential Unit:** We visited 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 – 35, Call Backs – 0, Doctor's visits – 41

**Volunteer Services:** Faith-Based Volunteers: worship and religious study – 8 volunteers, 3.75 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.

YOUTH VILLAGE			
	SEPT	OCT	YTD
TOTAL			
Admissions	8	6	75
Released	2	4	55
Successful	1	3	45
Unsuccessful	1	1	9
Administrative	0	0	1
ADP	45	48	36
Total Youth Served	50	54	105
YOUTHFUL OFFENDERS			
	SEPT	OCT	YTD
Admissions	0	0	4
Releases	2	0	8
Successful	1	0	5
Unsuccessful	1	0	3
Administrative	0	0	0
ADP	6	5	8
Total Youth Served	7	5	13

LETOT CENTER			
RESIDENTIAL	SEPT	OCT	YTD
Admissions	24	27	207
Releases	21	20	203
ADP	19	26	23
Total Youth Served	41	47	230
INTAKE/ORIENTATION			
Admissions	68	78	675
Releases	68	77	673
ADP	1	2	1
Total Youth Served	69	79	675

**Clinical Services:**

**Residential Services:** The clinical team provided counseling for 43 residents. Services included individual counseling sessions (86), family counseling sessions (59), and process group sessions (34). Two new activities were also added to the schedule this month. Three new groups designed to address anger management were provided and an indoor soccer program was created. Best Practice Methods (CBT, CBT-Trauma Informed Care, and DBT) protocols were used as the basis to develop individual treatment plans which best met the needs of the resident. In addition to general therapeutic processing, the residential groups included topics such as self-esteem, coping skills, peer relationships, resolving conflicts, mindfulness activities, emotional regulation and distress tolerance. Family counseling sessions, using family systems theory, were designed to improve the relationships and communication among family members. In addition, the clinical staff provided residential consultations (167) to staff and managed crisis interventions (28) when needed. Daily rounds (44) were also conducted to determine the emotional health of the residents and to proactively manage potential crises. The rounds also provided an opportunity for staff to gain knowledge by informally interacting with the clinical team members. Treatment team staffing were held weekly with Residential and Non-Residential case managers, JRO staff, administration, and clinical staff to discuss on-going progress of the residents and to develop plans for discharge.

**Non-Residential Services:** Clinical services were provided to Non-Residential Clients including 12 individual counseling session, 18 family counseling sessions and 38 consultations with the Non-Residential Case Managers. The goal of the individual and family counseling sessions was to use therapeutic techniques to improve and/or maintain the healthy functioning of the family.

**General Clinical Service:** General Clinical Services in October included completing 6 Intakes to determine the appropriateness of the individual for Residential or Non-Residential Services. Parent/Youth Groups (4) were held weekly and were open to both Residential and Non-Residential families. There were 425 participants who were provided psychoeducational information as well as support through these groups. Topics included active communication, discipline, adolescent development, value clarification, and success/failure cycles. The clinical staff attended 6 hrs. of training in October and 20 hours of clinical supervision were provided.

**ESTEEM Court:** The Letot Clinical team also furnished clinical services and consultations to the ESTEEM Court. This diversionary program was designed to provide wrap-around services to those identified as "high risk" in terms of exploitation. The Clinical team facilitated individual and family counseling as well as weekly groups for the selected individuals and their guardians. This month the Letot Clinical team provided 4 individual sessions and 1 family counseling session in addition to 4 weekly participant groups and 4 groups for the guardians. As part of the ESTEEM Court program, the clinical services provided activities to address self-esteem, trauma care, coping skills and relationship issues in order to reduce high risk behaviors. In addition, consultations were afforded to the Court and staff of the program and the clinical staff attended 12 hours of ESTEEM court proceedings.

**LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS**

We had a total of 15 residents from September 26 to October 24. Four girls successfully discharged and one was admitted.

**Drug Education:** 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.

LETOT RTC			
	SEPT	OCT	YTD
Admission	1	3	28
Releases	5	1	26
ADP	16	14	15
Total Youth Served:	18	16	41

**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 use practical application of these skills when they get the opportunity to lead their group of peers.

**Volunteer Groups:**

**Big Thought:** Residents participated in acting classes; they 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.

**Dr. Michelle Woody and Speak Young Sister:** Involves a 6-week enrichment program that assists the youth with their self-esteem and self-identity.

**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 silverware, 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 daily nurturing of their plant.

**Clinical Services:**

All 15 residents received individual therapy (approximately 88 hours). Family therapy was offered to all families. Therapists provided family therapy to 15 families (approximately 28 client contact-hours) and 10 parents received parent therapy (15 client contact-hours). The clinical team also provided crisis intervention (approximately 72 client-contact hours) and clinical rounds (100 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 67 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted 14 art groups this month which primarily focused on open studio, painting, using tape with paint, making paper bowls, and sculpting clay. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Nine coping skills groups were provided. These groups focused on mindfulness, and what and how skills. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing healthy and unhealthy relationships and relationship dynamics. Six girl empowerment groups focused on rights, communication, college preparation, and healthy relationships. Five meditation groups were provided for the girls to engage in self-reflection and emotional regulation. Clinicians led 7 process groups.

**Psychiatric Services:** No youth were referred or seen by the Psychiatrist this month.

**Medical Services:** Health Screens – 1, Call Backs – 0, Doctor's visits-19.

**Volunteer Hours:** We had 14 volunteers and a total of 24.9 hours volunteered.







## October 2017 Detentions

	Alleged Delinquent Behavior														Alleged CINS Behavior										Other Detentions				Total Detentions												
	Alleged Delinquent Behavior														Alleged CINS Behavior										Other Detentions																
	Felonies														Class A & B Misdemeanors										Status Only										Other than Status Only						
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws		Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other					
Male	3	4	18	21	0	9	14	2	2	4	5	82	87%	9	19	2	6	7	14	0	139	78%	29	78%	0	0	0	0	0	0	0	0	0	0	0	12	0	0	67%	180	77%
Female	0	0	2	5	0	1	1	0	2	0	1	12	13%	0	17	1	1	2	6	0	39	22%	8	22%	0	0	0	0	0	0	0	0	0	0	6	0	0	33%	53	23%	
	94														178										37										18				233		
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			
Asian	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	0		
Black	0	0	5	16	0	3	9	1	0	1	4	39	41%	2	14	2	5	3	9	0	74	42%	21	57%	0	0	0	0	0	0	0	0	0	0	9	0	0	50%	104	45%	
Hispanic	3	4	14	9	0	7	5	0	4	3	2	51	54%	6	15	0	1	3	11	0	87	49%	16	43%	0	0	0	0	0	0	0	0	0	0	1	0	0	6%	104	45%	
White	0	0	1	1	0	0	1	1	0	0	0	4	4%	1	6	1	1	3	0	0	16	9%	0	0%	0	0	0	0	0	0	0	0	0	8	0	0	44%	24	10%		
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	94														178										37										18				233		
10 Years Old	0	0	0	1	0	0	0	0	0	0	1	0	2%	0	0	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%	
11 Years Old	0	1	0	1	0	0	0	0	0	0	0	2	2%	0	2	0	1	0	0	0	5	3%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	5	2%		
12 Years Old	0	1	0	1	0	0	0	0	0	0	1	3	3%	0	0	0	0	0	0	0	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1%		
13 Years Old	0	0	0	3	0	1	0	0	1	0	0	5	5%	0	5	0	1	0	2	0	13	7%	1	3%	0	0	0	0	0	0	0	0	0	2	0	0	2	11%	16	7%	
14 Years Old	2	0	2	4	0	0	3	0	1	1	2	15	16%	3	10	0	0	2	6	0	36	20%	3	8%	0	0	0	0	0	0	0	0	0	0	0	0	0	39	17%		
15 Years Old	0	0	12	8	0	4	4	0	0	0	1	29	31%	4	7	1	5	2	5	0	53	30%	7	19%	0	0	0	0	0	0	0	0	0	4	0	0	4	22%	64	27%	
16 Years Old	1	2	5	6	0	4	7	2	2	1	3	33	35%	2	12	2	0	4	7	0	60	34%	14	38%	0	0	0	0	0	0	0	0	0	10	0	0	10	56%	84	36%	
17+ Years Old	0	0	1	2	0	1	1	0	0	0	0	5	5%	0	0	0	0	1	0	0	6	3%	12	32%	0	0	0	0	0	0	0	0	0	2	0	0	2	11%	20	9%	
	94														178										37										18				233		

228 youth accounted for the 233 total detentions.



# DISCUSSION ITEM B.



## **JJAEP Director's Report October 2017**

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

On October 6, 2017, students visited the Meadows Museum. Those who attended earned points through JJAEP bucks. These bucks are earned by showing appropriate behavior and passing grades.

On October 11, 2017, the Texas Juvenile Justice Department (TJJD) completed their audit at JJAEP. JJAEP did not have any non-compliance issues.

Parent Conference Night was held on Thursday, October 19, 2017. A Walmart gift card drawing was held for participants thanks to the funds provided by Youth Services Advisory Board (YSAB).

### **Campus Enrollment**     65

#### **Campus Life at a Glance**

October had many events to celebrate. Our Hispanic Heritage celebration ended with students competing in a poster contest, attending the Meadows Museum, and the faculty and students feasting on a variety of Latino foods made by our faculty and staff.

TJJD auditors visited the JJAEP campus on October 10<sup>th</sup> and 11<sup>th</sup> to conduct our three-year audit. There were no areas of concern, but three areas were noted for Technical Assistance, all involving paperwork. One involved the medical distribution log, one involved the absence of a statement that lunch is served daily in the policy and procedures handbook, and one involved an explanation missing on an incident report. Overall, the auditors were very pleased with the practices that we have in place and our compliance with the TJJD standards.

We had our second annual Academy for Academic Excellence and JJAEP Information meeting. We had several district staff members attend to hear about the services provided to students enrolled in the AAE School District. The goals of the meeting were to provide useful information to each representative and bridge the communication gap.

#### **Instruction at a Glance**

On October 19<sup>th</sup> parents and students attended our *Meet the Teacher Night*. We had four families attend, of which, one lucky family took home the \$25 gift card awarded through the YSAB grant.

Our anti-bullying campaign was reinforced through our Social Skills classes as we studied the virtue of honesty. Students and faculty participated in the National Unity Day by wearing orange and signing an anti-bullying pledge.

The week of October 23<sup>rd</sup>, our students participated in Red Ribbon week by dressing up each day and participating in activities through our Social Skills classes. The week was kicked off with a guest speaker from the Ethos Group. Former NFL player Tim Brown was the guest speaker. As students studied the virtue of integrity, they also participated in a door decorating contest. Five of the front office doors will be decorated by our talented students demonstrating the message *Your Future Is Key, So Stay Drug Free*.



**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

ACTIVE ENROLLMENT																	
Student Enrollment as of :		10/31/2017		Total Enrollment:		66											
Students on Probation/Spv.:		38		57.58%													
OFFENSE STATUS																	
Disc.:		20		30.30%		Mand.:		46		69.70%		Plmt.:		0		0.00%	
DEMOGRAPHICS																	
Category						Category											
GENDER						DISTRICT	Number	Percent									
Male			Female			CFB-904	3	4.55%									
54	81.82%		12		18.18%	CHISD-904	0	0.00%									
GRADE	Number	Percent				Coppell-992	0	0.00%									
3	0	0.00%				Desoto-906	7	10.61%									
4	1	1.52%				DISD-905	11	16.67%									
5	0	0.00%				Duncanville-907	10	15.15%									
6	1	1.52%				Garland-909	9	13.64%									
7	6	9.09%				GPISD-910	5	7.58%									
8	8	12.12%				HPISD-911	1	1.52%									
9	20	30.30%				IRVING-912	5	7.58%									
10	15	22.73%				Lancaster-913	2	3.03%									
11	4	6.06%				Mesquite-914	6	9.09%									
12	11	16.67%				RISD-916	7	10.61%									
66		100.00%				Sunnyvale-919	0	0.00%									
						66		100.00%									
AGE	Number	Percent		ETHNICITY		Number	Percent										
10	1	1.52%		African American		25	37.88%										
11	1	1.52%		Asian		1	1.52%										
12	3	4.55%		Caucasian		8	12.12%										
13	5	7.58%		Hispanic		32	48.48%										
14	4	6.06%		Native American		0	0.00%										
15	18	27.27%				66	100.00%										
16	13	19.70%															
17	18	27.27%															
18+	3	4.55%															
66		100.00%															
OFFENSE DESCRIPTIONS							Number	Percent									
D-12	Serious Misbehavior						6	9.09%									
D-14	Misdemeanor Drugs						1	1.52%									
D-15	Felony Criminal Mischief						1	1.52%									
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)						0	0.00%									
D-19	False Alarm/Terroristic Threat						7	10.61%									
Title 5	Off Campus Felonies Against Student & Other New Discretionary						5	7.58%									
M-01	Weapons/Firearms						10	15.15%									
M-02	Weapons other than Firearm						3	4.55%									
M-03	Aggravated Assault						9	13.64%									
M-04	Sexual Assault						2	3.03%									
M-05	Aggravated Sexual Assault						0	0.00%									
M-06	Arson						1	1.52%									
M-07	Murder Offenses/Manslaughter						0	0.00%									
M-08	Indecency with a Child						1	1.52%									
M-09	Aggravated Kidnapping						0	0.00%									
M-10	Felony Drugs						18	27.27%									
M-11	Retaliation Against Any Employee						1	1.52%									
M-12	Aggravated Robbery						1	1.52%									
P-16	Court Placement						0	0.00%									
							66	100.00%									
DETENTION; PLACEMENT or WARRANTS:							1	1.52%									
SPECIAL EDUCATION STUDENTS:							10	15.15%									
Avg. Daily Attendance:		49		80.39%		Cum. SY Daily Attendance:		44		79.62%							

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**2017-2018 School Year**

The month of October began with 61 students and ended with 66 students enrolled to attend the Dallas County's JJAEP. On average, there were 49 or 80.39% of the students attending on any given day in October. Of the 66 students enrolled at month end, there were 20 discretionary referrals; 0 placement; and 46 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** December Juvenile Board Meeting and Location (if deemed necessary)

**BACKGROUND OF ISSUE**

On November 28, 2016, the Juvenile Board approved their 2017 meeting schedule (JB Order #2016-116). The approved Juvenile Board meeting schedule reflects the December 2017 meeting will be held "**if deemed necessary**", on December 18, 2017, at 5:00 PM at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine if a December meeting will be needed, and/or to consider an alternate meeting time and/or location.

**RECOMMENDED BY:**

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

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:** November 27, 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 27th day of November, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

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

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

**WHEREAS,** on November 28, 2016, the Juvenile Board approved their 2017 meeting schedule (JB Order #2016-116). The approved Juvenile Board meeting schedule reflects the December 2017 meeting will be held "if deemed necessary", on December 18, 2017, at 5:00 PM at the Henry Wade Juvenile Justice Center.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves the listed meeting date and location for the December 2017 meeting "if deemed necessary".

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Board 2018 Meeting Schedule and Calendar

**Background of Issue:**

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

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

The purpose of this briefing is to request approval of the attached 2018 Juvenile Board meeting schedule.

January 22nd	May 21st	August 27th
February 26th	June 9th (Budget Retreat, if deemed necessary)	September 24th
March 26th	June 25th	October 22nd
April 23rd	July 23rd	November 26th
		December 17th (if deemed necessary)

**Recommendation:**

The Department respectfully requests the Juvenile Board approve the 2018 Juvenile Board meeting schedule. Additionally, the Department respectfully requests to alter the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

**Recommended by:**

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

## Juvenile Board Meetings 2018

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

<u>DATE</u>	<u>TOPICS</u>	<u>LOCATION</u>
JANUARY 22, 2018	1) Selection of Juvenile Board Chairman / Vice Chairman 2) Appoint YSAB Members / YSAB Chairman	HENRY WADE JUVENILE JUSTICE CENTER
FEBRUARY 26, 2018		HENRY WADE JUVENILE JUSTICE CENTER
MARCH 26, 2018		HENRY WADE JUVENILE JUSTICE CENTER
APRIL 23, 2018		HENRY WADE JUVENILE JUSTICE CENTER
MAY 21, 2018	1) Certify Facility for resident confinement	LYLE MEDLOCK YOUTH TREATMENT CENTER *
JUNE 9, 2018	<b>If deemed necessary**</b>	BUDGET RETREAT **
JUNE 25, 2018	1) Approve FY 2019 Budgets 2) ANNUAL Review of JJAEP Program	JUVENILE JUSTICE ALTERNATIVE EDUCATION FACILITY*
JULY 23, 2018	1) Certify Facility for resident confinement	LETOT RESIDENTIAL TREATMENT CENTER *
AUGUST 27, 2018	1) Approve State Contracts 2) Approve Local Vendor Contracts 3) Inspection of Pre / Post Adjudication Facility for Certification Requirements	HENRY WADE JUVENILE JUSTICE CENTER *
SEPTEMBER 24, 2018		HENRY WADE JUVENILE JUSTICE CENTER
OCTOBER 22, 2018	1) Certify Facility for resident confinement	LETOT CENTER * (Shelter)
NOVEMBER 26, 2018	1) Certify Facility for resident confinement	DALLAS COUNTY YOUTH VILLAGE *
DECEMBER 17, 2018	<b>If deemed necessary**</b>	HENRY WADE JUVENILE JUSTICE CENTER**

\* denotes licensing / inspection required by Board

\*\* denotes meeting if needed

### LOCATIONS

<b>HENRY WADE JUVENILE JUSTICE CENTER</b> 2600 LONE STAR DRIVE DALLAS, TEXAS 75212 (214) 698-2200	<b>JUVENILE JUSTICE ALTERNATIVE EDUCATION</b> LYLE B. MEDLOCK YOUTH TREATMENT 10505/10503 DENTON DR. DALLAS, TEXAS 75241 (972) 225-9780	<b>LETOT CENTER OR LETOT RTC</b> 10505/10503 DENTON DR. DALLAS, TEXAS 75220 (214) 357-0391
<b>YOUTH VILLAGE</b> 1576 E. LANGDON RD DALLAS, TEXAS 75241 (972) 225-9750		



# JUVENILE BOARD ORDER

ORDER NO: 2017 - XXX  
DATE: November 27, 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 27<sup>th</sup> day of November, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

**WHEREAS,** the Juvenile Department requests that the Juvenile Board meet on the following dates in 2018, subject to change if future scheduling conflicts are discovered.

January 22nd	May 21st	August 27th
February 26 <sup>th</sup>	June 9 <sup>th</sup> (budget retreat, if necessary)	September 24th
March 26 <sup>th</sup>	June 25 <sup>th</sup>	October 22nd
April 23 <sup>rd</sup>	July 23 <sup>rd</sup>	November 26th
		December 17th
		(if deemed necessary)

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approve the listed meeting dates and attached location schedule for 2018 and the augmentation of the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Youth Village Certification 2017-2018

**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.*

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

**Impact on Operations:**

The Youth Village is a 24-hour general non-secure residential operation located at 1576 Langdon Rd., Dallas, Texas 75241, and provides long-term child care services and supervision for 72 males, ages 10-17, who are deemed appropriate for the Youth Village setting by the Juvenile Court. Residents at the Youth Village have been placed by the Juvenile Court of Dallas County with the hope they will benefit from the structured environment and the therapeutic programs offered by the Youth Village. Medical services are provided by Parkland Hospital personnel. The program components concentrate on areas related to youth's educational, emotional, physical, social, psychological and spiritual needs that are provided by dedicated staff and community volunteers. In 2016, the Youth Village served a total of 112 residents for an average length of stay of 6.0 months, and had an average daily population of 43 residents for both populations. The facility is currently registered with the Texas Juvenile Justice Department (TJJD).

**Strategic Plan Compliance:**

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

**Legal Information:**

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


**Financial Impact/Considerations:**

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended. The current per diem cost for the Youth Village is \$162.00 (per child) based on a 2017 calendar year average daily population of 48 kids per day with the operating cost of the program totaling \$3,798,866. Those numbers are based on third quarter averages for 2017.

**Recommendation:**

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

Recommended by:

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

## JUVENILE BOARD ORDER

ORDER No: 2017-xxx

DATE: November 27, 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 27th day of November, 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 Youth Village; and

**WHEREAS,** the Youth Village Facility has a total operating capacity of 72 beds; and

**WHEREAS,** as a result of a personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Youth Village to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

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

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

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Youth Village Policy and Procedures Approval for 2017-2018

**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:

*§341.202 Policy and Procedures.*

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

*§341.3. 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.*

*§355.4. 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.*

*§355.400. Policy, Procedure, and Practice.*

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

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

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

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

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

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

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

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law abiding citizens, while promoting public safety and victim restoration.***

*§355.412. Duties of Facility Administrator.*

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

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

**Discussion:**

The Juvenile Department is presenting the Youth Village Policy and Procedures for annual review and approval of the Juvenile Board. The Policy and Procedures manual is based upon ongoing standards for Texas Administrative Code Chapter 355 which became effective November of 2013. Please note the Dallas County Youth Village began operating solely under TAC Chapter 355 standards for non-secure facilities upon the Juvenile Board order dated January 27, 2014. Noted changes to the 2017-2018 Policy and Procedures are: Additions to Chapter 1, Sections 6 and 8, and Chapter 3, Section 17. Revisions to Chapter 1, Sections 1, 5, 6, 7 and 8, and Chapter 2, Section 6.

**Strategic Plan Compliance:**

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

**Legal Information:**

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

**Recommendation:**

It is respectfully recommended that the Dallas County Juvenile Board approve the 2017-2018 Policies and Procedures for the Youth Village. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

**Recommended by:**

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx

**DATE:** November 27, 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 27th day of November, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

NAME	NAME	NAME
NAME	NAME	NAME
NAME	NAME	NAME

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate that Juvenile Boards adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Administrative Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** noted changes to the Policy and Procedures are: Additions to Chapter 1, Sections 6 and 8, and Chapter 3, Section 17. Revisions to Chapter 1, Sections 1, 5, 6, 7 and 8, and Chapter 2, Section 6; and
- WHEREAS,** the Youth Village Facility has a total operating capacity of 72 beds; and
- WHEREAS,** as a result of the Juvenile Board's tour and inspection, the Judges of the Juvenile District Court and the Dallas County Juvenile Board deemed the Youth Village Facility to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and



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

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves the 2017-2018 Youth Village Policies and Procedures.

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

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 2017

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

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

**Background of Issue:**

In September 2016, the Chief Probation Officer of Parker County, Tom Kidd, asked about our interest in contracting pre-adjudication detention beds to his County. This resulted in both respective counties entering into a contract from December 1, 2016 through November 30, 2017. This brief is to request the Dallas County Juvenile Board's approval to continue contracting pre-adjudication detention beds with Parker County from December 1, 2017, to November 30, 2018.

Parker County, which is west of Dallas County and borders Tarrant County, does not have a Detention Center, and has been contracting with pre-adjudication facilities in Denton and Granbury to supervise youth from their county who need secure detention. Chief Kidd reported no issues with these facilities. However, they have requested to continue contracting with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no bed availability at the time they are needed. Dallas County currently contracts out pre-adjudication detention beds to Kaufman County, Ellis County, Johnson County, Hill County and Parker County respectively, 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 84<sup>th</sup> 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 Parker County for a small number of pre-adjudication beds is advantageous to both counties, and endorses approval for entering into such a contract. Due to the small number of anticipated detention beds being needed by Parker County, the impact on our detention center would be minimal and would not require additional staff or resources at this time. 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 Parker County would be responsible for all transportation to and from Parker County (for things such as Court appearances). They are also responsible for all emergency or significant medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland, and they 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 Texas Education Agency and Region 10 Education Service Center. 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

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

214-698-2200 Office

214-698-5508 Fax

believe far exceeds what most Detention Centers can offer. If approved, the proposed contract will begin December 1, 2017, and last until November 30, 2018.

**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 Parker County Juvenile Board Chairperson Mr. Graham Quisenberry.

**Financial Impact/Considerations:**

Parker 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. For the nearly 12 months of the initial contract (December 1, 2016 through November 30, 2017), Dallas County Juvenile Department has received \$48,440 in revenue from Parker County for the detention of their youth in our facility. This revenue is utilized to offset placement costs. This includes twenty-five contract detentions with an average daily detention population of 1.11.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's proposed contract with the Parker County Juvenile Department to continue to house said County's youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center from December 1, 2017, to November 30, 2018.

**Recommended by:**



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



STATE OF TEXAS

§

COUNTY OF DALLAS

§

**CONTRACT AND AGREEMENT FOR  
PRE-ADJUDICATION RESIDENTIAL SERVICE OF  
JUVENILE OFFENDERS BETWEEN  
PARKER COUNTY JUVENILE BOARD  
ON BEHALF OF  
PARKER COUNTY JUVENILE PROBATION**

**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 Parker County Juvenile Board acting by and through its duly authorized representatives (herein referred to as CONTRACT County), to be effective December 1, 2017.

**ARTICLE I  
WITNESSETH**

- 1.1 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
- 1.2 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
- 1.3 Whereas, Dallas County has attached as Exhibit A its Title VI Assurances; and
- 1.4 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 December 1, 2017 through November 30, 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 Contract and Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in 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 December 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

**PARKER COUNTY JUVENILE BOARD:**

\_\_\_\_\_  
BY: Graham Quisenberry  
Chairman of the Parker County  
Juvenile Board

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Tom Kidd  
Director of Juvenile Probation  
Chief Juvenile Probation Officer

**COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS**

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

**APPROVED AS TO FORM:**

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

*C. Representations/Warranties*

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

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

*D. Title VI Complaints*

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

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

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

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

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

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

**E. Enforcement**

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

Contractor's Full Name: Parker County Juvenile Probation

Tom Kild  
Signature, Authorized Representative of Contractor

10-31-17  
Date

Chief J.P.O.  
Title

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** November 27, 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 27<sup>th</sup> day of November, 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 Parker County Juvenile Department has requested to continue to contract with Dallas County for Pre-Adjudication detention beds because their existing contracts with other smaller facilities often result in no bed availability at the time they are needed; and
- WHEREAS,** the Juvenile Department currently has a contract in place with Kaufman County, Ellis County, Johnson County, Hill County and Parker 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 Parker County, the impact on our detention center would be minimal and would not require additional staff or resources at this time; and
- WHEREAS,** the 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 Parker County would be in effect from December 1, 2017, to November 30, 2018, and would require a per diem to be paid to Dallas County of \$140 per youth for every youth detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center; and
- WHEREAS,** the recommended contract was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

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

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

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Approval of Renewal of Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department

**Background:**

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

On November 28, 2016, Court Order #2016-120, the Dallas County Juvenile Board approved the renewal of the Interlocal Agreement between TAMHSC on behalf of Baylor College of Dentistry for calendar year 2017. The purpose of this briefing is to request the Juvenile Board's continued approval of the renewal of the Interlocal Agreement with TAMHSC on behalf of Baylor College of Dentistry for the provision of dental services for calendar year 2018. This is the third of three one-year renewal terms to extend the dental agreement with TAMHSC on behalf of Baylor College of Dentistry for the term of January 1, 2018, through December 31, 2018.

**Operational Impact:**

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

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

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

**214-698-2200 Office**

**214-698-5508 Fax**

**Strategic Plan Compliance:**

This request conforms to the Dallas County Strategic Plan – Vision 2: Dallas County is a healthy community.

**Legal Impact:**

The Interlocal Agreement has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Administrative Legal Advisor.

**Performance Measures:**

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

**Financial Impact:**

Payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000 (FY'2018 - \$77,333.36 and FY'2019 – 38,666.67). Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the renewal of the Interlocal Agreement to provide dental services between TAMHSC on behalf of Baylor College of Dentistry and the Dallas County Juvenile Department for the period January 1, 2018, through December 31, 2018.

**Recommended by:**

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

STATE OF TEXAS           §

COUNTY OF DALLAS       §

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

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

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

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

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

**1. DEFINITIONS:**

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



behalf of Baylor College of Dentistry;

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

**2. TERM:**

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

**3. RELATIONSHIP OF THE PARTIES:**

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

**4. SCOPE OF WORK:**

**A. RESPONSIBILITIES OF TAMHSC**

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

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

## 2. FACILITIES AND EQUIPMENT

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

3. PERSONNEL

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

4. WORK SCHEDULE

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

B. RESPONSIBILITIES OF THE DCJD

1. COMPENSATION

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

2. FACILITY

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

Detention Center  
2600 Lone Star Drive  
Dallas, Texas 75212

C. RESPONSIBILITIES OF THE TAMHSC AND THE DCJD



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

**5. TERMINATION:**

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

**6. NOTICE:**

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

**DCJB/DCJD:**

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

**TAMHSC:**

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

**7. DISPUTE RESOLUTION:**

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

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

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

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

## **8. INSURANCE AND INDEMNIFICATION:**

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

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

B. In addition, TAMHSC shall at all times during the term of this Agreement and at its own expense, maintain in full force and effect the following coverage:

1. Workers' Compensation meeting the requirements established by Texas Labor Code;
2. Professional malpractice insurance in the minimum amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) individual professional liability for each loss and an aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) per event covering the duties performed under and during this Agreement. For any claim(s) arising from work performed pursuant to the Agreement, such policy of insurance shall be primary. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the Agreement;

C TWU will maintain any insurance required by DCJD for the Dental Hygiene students under the terms of the agreement between TWY and DCJD.

**9. SUBCONTRACTING:**

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

**10. CHOICE OF LAWS AND VENUE:**

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

**11. AMENDMENTS AND CHANGES IN THE LAW:**

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any

alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

**12. SEVERABILITY:**

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

**13. SIGNATORY WARRANTY:**

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

**14. ENTIRE AGREEMENT:**

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

**15. BINDING EFFECT:**

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

**16. FEDERAL FUNDED PROJECT:**

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

**17. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**



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

**18. ASSIGNMENT:**

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

**19. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

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

**20. SOVEREIGN IMMUNITY:**

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

**21. PREVENTION OF FRAUD AND ABUSE:**

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

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

**22. FISCAL FUNDING CLAUSE:**

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

**23. HIPPA:**

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

**24. PROMPT PAYMENT ACT:**

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

**25. FORCE MAJURE**

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

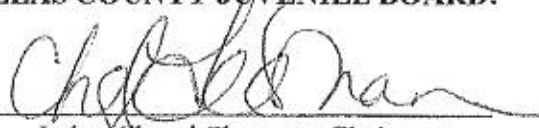
**26. TRANSITION SERVICES:**

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

EXECUTED this the 15<sup>TH</sup> day of DECEMBER, 2014.

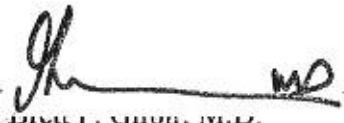
DALLAS COUNTY JUVENILE BOARD:

BY:

  
Judge Cheryl Shannon, Chairman  
Dallas County Juvenile Board

TAMHSC:

BY:

  
DAVID T. CHODOR, M.D.  
Executive Vice President and CEO


11/10/2014

BY:

  
10/30/2014

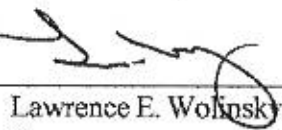
RECOMMENDED BY:

BY:

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

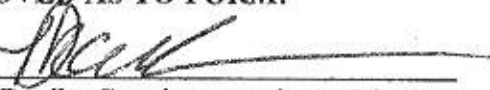
Texas A&M University  
Baylor College of Dentistry

BY:

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

APPROVED AS TO FORM:

BY:

  
Denika Caruthers, Assistant District Attorney  
Chief, Civil Section

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



**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-xxx

**DATE:** November 27, 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 27th day of November, 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,** beginning in FY2001, the Department entered into an Interlocal Agreement with Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry to provide dental services for residents in the Detention Center, Youth Village, Letot Center, Letot RTC, Hill Transition Center, and Medlock Treatment Center; and

**WHEREAS,** on November 28, 2016, Court Order #2016-120, the Dallas County Juvenile Board approved the renewal of the Interlocal Agreement between TAMHSC on behalf of Baylor College of Dentistry for calendar year 2017. The purpose of this briefing is to request the Juvenile Board's continued approval of the renewal of the Interlocal Agreement with TAMHSC on behalf of Baylor College of Dentistry for the provision of dental services for calendar year 2018. This is the third of three one-year renewal terms to extend the dental agreement with TAMHSC on behalf of Baylor College of Dentistry for the term of January 1, 2018, through December 31, 2018; and

**WHEREAS,** it is estimated that TAMHSC will continue to provide between 350 to 450 individual screenings/treatment appointments per month; and

**WHEREAS,** payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000 (FY'2018 - \$77,333.36 and FY'2019 - 38,666.67). Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs - Youth Services.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approve the renewal of the Interlocal Agreement to provide dental services between TAMHSC on behalf of Baylor College of Dentistry and the Dallas County Juvenile Department for the period January 1, 2018, through December 31, 2018.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 2017  
**TO:** Dallas County Juvenile Board  
**FROM:** Dr. Terry S. Smith, Director  
**SUBJECT:** Approval of Memorandum of Understanding between POETIC and Dallas County Juvenile Department

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**BACKGROUND:**

POETIC is a Texas non-profit organization that provides evidence-based, trauma-informed after-care services for females ages 12-24 and their families to overcome the impact of violence, social injustice, and poverty. With expertise serving youth who have experienced complex trauma, including sex trafficking and commercial sexual exploitation, POETIC strengthens and equips youth to find their voices, reclaim their narratives and persist forward. Accessibly located in Downtown Dallas, at an unpublished location, the POETIC Trauma Therapy Center and Creative Arts Studio provides therapeutic and arts programming to females and families at no cost.

POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and social economic status. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Irie Session, MDiv., DMin., POETIC was created in 2017.

This brief is to request permission from the Juvenile Board to enter into a Memorandum of Understanding (MOU) with POETIC to offer in-community, after-care therapeutic services to trauma-exposed, symptomatic female youth.

**IMPACT ON OPERATIONS AND MAINTENANCE:**

Program components include:

In-community, after-care therapeutic services to trauma-exposed, symptomatic female youth involved in the juvenile justice system with the goal of diverting female youth from re-entry into the Juvenile Justice and/or criminal justice system. For admittance to the POETIC Trauma Therapy Center and Creative Arts Studio, an individual must be between the ages of 12 and 24, be involved or have had contact with the juvenile justice system, have a history of exposure to at least one traumatic event, and either be symptomatic and/or exhibit difficulties in interpersonal functioning (conflict at home or with peers). It is preferable that the parent/guardian be engaged and involved with treatment, if applicable. Service delivery will be at the POETIC Trauma Therapy Center and Creative Arts Studio located in Downtown Dallas, at an unpublished location.

**Youth Services Offered:**

Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy. The type of therapeutic intervention will be based on the individual need of the youth. Individual and group art therapy is provided by a board certified and nationally registered art therapist. Youth participate in creative arts groups such as

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

**214-698-2200 Office**

**214-698-5508 Fax**

painting, printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama. Case management addresses individual needs with an emphasis on education, employment and housing. Court-advocacy is available for youth involved in criminal cases against alleged abuser/trafficker. This resource consists of skill-development surrounding anxiety related to testifying, education on court process, and court accompaniment. Emergent supplies such as meals, clothing, and school supplies are provided.

Parental Services Offered:

Parents may be referred alone or with their daughters. Services for the parents can be provided immediately as soon as their daughter becomes juvenile justice involved consisting of weekly parent support group. The purpose of this group is to assist parents in increasing empathy, communication, and parenting capacity while providing psychoeducation on trauma, sexual exploitation/trafficking and its impact on their child. Parent Dialectical Behavioral Therapy (DBT) Skills Group: This weekly group occurs concurrently to their daughter's DBT skills group. DBT skills group offers concrete skills focused on increasing one's ability to regulate emotions, tolerate distressful situations and feelings, effectively communicate needs.

Inclusionary Criteria:

Female or transgender female; history of sexual abuse, symptomatic (does not have to meet full PTSD criteria), and symptoms interfere with academic or social functioning. Suspicion or self-disclosure of commercial sexual exploitation (engaged with sexual activity in exchange of anything of value including drugs, housing, clothes, food) and sex trafficking.

**STRATEGIC PLAN COMPLIANCE:**

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

**FINANCIAL IMPACT:**

There is no financial impact to the Juvenile Department.

**LEGAL IMPACT:**

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

**RECOMMENDATION:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's MOU with POETIC from December 1, 2017 to November 30, 2018.

**Recommended by:**

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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POETIC  
AND  
DALLAS COUNTY JUVENILE DEPARTMENT**

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

**INCORPORATED DOCUMENTS**

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

- A. (Exhibit A), Attachment A, Juvenile Department Title VI Assurances.
- B. (Exhibit B), Attachment B, Certificate of Interested Parties 1295.
- C. (Exhibit C), Attachment C, Certificate of Liability Insurance.

**ORDER OF PRECEDENCE**

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

**BACKGROUND**

POETIC is a non-profit organization that provides evidence-based, trauma-informed after-care services for females ages 12-24 and their families to overcome the impact of violence, social injustice, and poverty. With expertise serving youth who have experienced complex trauma, including sex trafficking and commercial sexual exploitation (CSE), POETIC strengthens and equips youth to find their voices, reclaim their narratives and persist forward. Accessibly located in Downtown Dallas, at an unpublished location, the POETIC Trauma Therapy Center and Creative Arts Studio provides therapeutic and arts programming to females and families at no cost.

It is commonly understood that exposure to child sexual abuse is the antecedent to commercial sexual exploitation and sexual victimization, with an estimate 70-90% of youth who have been CSE falling within this category (ACYF, 2013). Such heinous exposure to trauma manifests in sexual desensitization and inability to identify and navigate healthy and safe boundaries (Bounds, Julion and Delaney, 2015; Friedma & Willis, 2013; Walker, 2013). As a result, these victims are four times more likely to abuse drugs, four times more likely to experience PTSD as adults, and four times more likely to experience major depressive disorders as adults (Zinzow, et al., 2012).

Many of these youth find their way into the juvenile justice system. Often, they suffer from an inability to properly regulate emotion; a consequence of their inability to navigate safe boundaries and cope effectively with their traumas. Sadly, studies have indicated that nationally, girls of color are overrepresented in the juvenile justice population and in residential treatment programs (Saar, Epstein, Rosenthal, & Vafa, 2013). Specific to the juvenile justice population, the DOJ Task Force on Children Exposed to Violence found that "sexual abuse was one of the strongest predictors of whether a girl will be charged again after release" (as cited by Merlan, A., 2015). History of sexual abuse as a predictor for recidivism was "stronger than behavioral problems or prior justice involvement. Further, "the period immediately after release is when girls are at the highest risk of recidivism and serious harm." This

sensitive period of potential recidivism is due to their reliance on faulty coping skills ("substance abuse and running away"). This demonstrates that there is a critical and time-sensitive window of opportunity immediately after release where the strongest need for skills development, application and practice is needed.

Within the context of social economic status, according to a 2015 report by the Urban Institute, Dallas has the highest neighborhood inequality index in the country. It is estimated that 38% of Dallas children live in poverty and 28% have inadequate food and nutrition. Considering the statistics indicating the difficulties Dallas youth and families face with regard to livable wage and access to money, it is no wonder that youth often disclose money as being a primary trigger for re-entry into the "life" of commercial sexual exploitation.

POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and SES. Under the leadership of HaeSung Han, Psy.D ATR-BC, LCAT, Irie Session, MDiv., DMin., and Jennifer Yarbrough, POETIC was created in 2017.

### PURPOSE OF THIS MEMORANDUM

To describe the ongoing mutual roles and responsibilities with regard to POETIC for youth who are under or have been under the supervision of the Dallas County Juvenile Department.

The objective is to offer in-community, after-care therapeutic services to trauma-exposed, symptomatic youth involved in the juvenile justice system with the goal of diverting youth from re-entry into the Juvenile Justice and/or criminal justice system.

### PROGRAM COMPONENTS – SCOPE OF WORK

For admittance to the POETIC Trauma Therapy Center and Creative Arts Studio, an individual must be between the ages of 12 and 24, be involved or have contact with the juvenile justice system, have a history of exposure to at least one traumatic event, and either be symptomatic and/or exhibit difficulties in interpersonal functioning (conflict at home or with peers). It is preferable that the parent/guardian be engaged and involved with treatment, if applicable.

Service delivery will be at the POETIC Trauma Therapy Center and Creative Arts Studio located in Downtown Dallas, at an unpublished location.

Core programs provided at the POETIC Trauma Therapy Center and Creative Arts Studio include:

Youth:

- Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy. The type of therapeutic intervention will be based on the individual need of the youth.
- Individual and group art therapy by a board certified and nationally registered art therapist.
- Creative arts groups such as painting, printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama.
- Case management that addresses individual needs with an emphasis on education, employment and housing.
- Court-advocacy for youth involved in criminal cases against alleged abuser/trafficker. This resource consists of skill-development surrounding anxiety related to testifying, education on court process, and court accompaniment.
- Emergent supplies such as meals, clothing, and school supplies.

**Parent:**

(Please note, parents may be referred alone or with their daughters. Services for the parents can be provided immediately as soon as their daughter becomes juvenile justice involved).

- Weekly parent support group. The purpose of this group is to assist parents in increasing empathy, communication, and parenting capacity while providing psychoeducation on trauma, sexual exploitation/trafficking and its impact on their child.
- Parent Dialectical Behavioral Therapy (DBT) Skills Group: This weekly group occurs concurrently to their daughter's DBT skills group. DBT skills group offers concrete skills focused on increasing one's ability to regulate emotions, tolerate distressful situations and feelings, effectively communicate needs.

**POETIC'S INCLUSIONARY CRITERIA**

- Female or transgender female
- History of sexual abuse, symptomatic (does not have to meet full PTSD criteria), and symptoms interfere with academic or social functioning.
- Suspicion or self-disclosure of commercial sexual exploitation (engaged with sexual activity in exchange of anything of value including drugs, housing, clothes, food) and sex trafficking.

**DALLAS COUNTY JUVENILE DEPARTMENT COMMITMENT**

- DCJD will not share the data outcomes provided by POETIC to any parties without written prior consent.
- DCJD will provide pertinent information related to youth's current social, emotional and psychological functioning in the form of a psychological evaluation or probation report for the purpose of continuity of care. Any information provided shall be kept in a confidential and secure database.

**MUTUAL GOALS OF BOTH PARTIES**

Both POETIC and Dallas County Juvenile Department have an interest in better serving at risk youth and offering them programs to create a pathway to success. Both parties agree to work together in developing and expanding this program so that as many youth as possible can have access to quality trauma therapy and programming that addresses the impact and symptomology of complex trauma, and aids youth in developing the skills necessary to function in and make healthy choices in their community.

Both organizations agree to protect and respect the privacy of the participants, and information from POETIC and Dallas County Juvenile Department cannot be used in a detrimental manner. Either party may disassociate from the effort without penalty or liability by so notifying the other in writing.

**TERM OF MEMORANDUM**

The term of this MOU shall be from December 1, 2017 to November 30, 2018. This agreement will be reviewed on an annual basis by both parties.

This MOU may be terminated upon 30 day written notice by either party. This MOU represents the entire understanding of both parties with respect to this partnership.

**COMPENSATION / FUNDING**

All services provided by POETIC are at no cost to the youth and family. POETIC will be responsible for acquiring funding for the delivery of the program and understands that the Dallas County Juvenile Probation Department will not be obligated to provide any funding.

POETIC warrants that they are qualified to do business in the State of Texas and it is in compliance in all material respects with all statutory and regulatory requirements for the operations of its business.

### ASSURANCES

1. POETIC understands that under no circumstances should individuals working on behalf of POETIC under this MOU (included but not limited to full-time and part-time employees, contract staff, and case managers) have contact or any type of interaction with youth/families involved in program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI #TX057013G.
2. POETIC understands that the names of individuals working on behalf of POETIC, under this MOU directly with youth must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. POETIC understands that individuals involved directly with youth in the program must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. POETIC understands that individuals working directly with youth on behalf of POETIC, under this MOU (including but not limited to full-time and part-time employees, contract staff, and case managers) must be trained on Prison Rape Elimination Act.
5. POETIC understands that individuals working on behalf of POETIC, under the MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, and case managers) must comply with the Dallas County Juvenile Department's Media policy and keep all information that they become privy to concerning the members in the program confidential. Additionally, any youth who is still under the Juvenile Department jurisdiction may not have their identity revealed unless approved by the Juvenile Department AND the legal guardian.
6. POETIC will supply all materials, equipment and durable goods necessary to the program.
7. POETIC will monitor each youth's success and report educational, employment, and recidivism outcomes and share this information with the DCJD.
8. POETIC agrees that under no circumstances will they release or divulge any confidential material, information, or documents received concerning the youth covered by this MOU. On campus photography, recording, videos and digital imaging are prohibited without the explicit consent of the Executive Director, or their designee and/or the legal guardian. The Director reserves the right to deny the use of any photo or video at his/her sole discretion. In accordance with the Texas Family Code and national standards, neither the Dallas County Juvenile Department nor the Juvenile Court permit public access to case records or to any information which might lead to public disclosure of the identity of children on probation or in custody.

### TITLE VI

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises



will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

#### CERTIFICATE OF INTERESTED PARTIES 1295

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

#### INSURANCE

It is POETIC's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence per location. POETIC should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

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

Bodily injury by accident – five hundred thousand and no/100 dollars (\$500,000.00) each accident;  
Bodily injury by disease - five hundred thousand and no/100 dollars \$500,000.00) each employee; and  
Bodily injury by disease - five hundred thousand and no/100 dollars (\$500,000.00) policy limit (Exhibit C).

#### INDEMNIFICATION AND CLAIMS

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

**POETIC will give the Dallas County Juvenile Probation Department written notice of any claim or other action brought against POETIC or the Dallas County Juvenile Probation Department in relation to the services and activities performed pursuant to this MOU, and will provide the Dallas County Juvenile Probation Department with other information related to such claim or action as requested by the Dallas County Juvenile Probation Department.**

**CHOICE OF LAWS AND VENUE**

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

**SEVERABILITY**

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

**SOVEREIGN IMMUNITY**

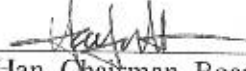
This MOU is expressly made subject to Dallas County's sovereign immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal laws. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities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

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the \_\_\_\_ day of November, 2017.

**DALLAS COUNTY JUVENILE BOARD:**

**POETIC:**

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

BY:  \_\_\_\_\_  
HaeSung Han, Chairman, Board of Directors  
POETIC

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

**APPROVED AS TO FORM:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kouser Insurance Agency 1350 E. Arapaho Rd., Suite 206 Richardson TX 75081		<b>CONTACT NAME:</b> Sandra Maxey <b>PHONE (A/C, No, Ext):</b> (972) 235-1800 <b>FAX (A/C, No):</b> (972) 235-1808 <b>E-MAIL ADDRESS:</b> sandra@kouserinsurance.com	
<b>INSURED</b> POETIC P.O. Box 801025 Dallas TX 75380		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Admiral Insurance Company NAIC # 24856 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL17102400731

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		C0000003529-1	10/23/2017	10/23/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
	OTHER:					PRODUCTS - COMPROP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		C0000003529-1	10/23/2017	10/23/2018	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Henry Wade Juvenile Detention Center  
Dallas County Juvenile Department  
2600 Lone Star Drive  
Dallas, TX 75212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric Kouser/SANDRA

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1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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



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

*B. Nondiscrimination Authorities*

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

**Pertinent Nondiscrimination Authorities:**

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

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

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12896, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

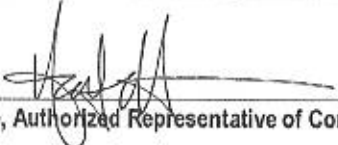
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

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

**E. Enforcement**

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

Contractor's Full Name: HAE SUNG HAN POETIC

  
Signature, Authorized Representative of Contractor

10/16/17  
Date

CHAIR, BOARD OF DIRECTORS  
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:  
2017-272899

Date Filed:  
10/16/2017

Date Acknowledged:

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

POETIC  
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-49  
Therapeutic and arts programming to youth and families

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 of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hee Sung Han, this the 17th day of Oct, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: November 27, 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 27th day of November, 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,** POETIC is a Texas non-profit organization that provides evidence-based, trauma-informed after-care services for females ages 12-24 and their families to overcome the impact of violence, social injustice, and poverty. With expertise serving youth who have experienced complex trauma, including sex trafficking and commercial sexual exploitation, POETIC strengthens and equips youth to find their voices, reclaim their narratives and persist forward. Accessibly located in Downtown Dallas, at an unpublished location, the POETIC Trauma Therapy Center and Creative Arts Studio provides therapeutic and arts programming to female youth and families at no cost; and

**WHEREAS,** POETIC aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and SES. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Irie Session, MDiv., DMin., POETIC was created in 2017; and

**WHEREAS,** program components include: Trauma-Based therapy and/or Comprehensive Dialectical Behavior Therapy, Creative arts groups such as painting, printmaking, sculpture, photography, creative writing, poetry, spoken word and psychodrama, Case management that addresses individual needs with an emphasis on education, employment and housing. Court-advocacy for youth involved in criminal cases against alleged abuser/trafficker. This resource consists of skill-development surrounding anxiety related to testifying, education on court process, and court accompaniment. Emergent supplies such as meals, clothing, and school supplies; and

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

**WHEREAS,**      there is no financial impact to the juvenile department; and

**WHEREAS,**      the Juvenile Department recommends approval of the MOU with POETIC from December 1, 2017 to November 30, 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Juvenile Department's request to enter into a Memorandum of Understanding with POETIC, effective December 1, 2017.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## J.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Ratification of TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum

**Background of Issue:**

On June 24, 2013, the TechShare Resource Sharing Addendum was approved by the Juvenile Board (Court Order #2013-058). Subsequently, on March 24, 2014, the Resource Sharing Amendment #1 was approved by the Juvenile Board (Court Order #2014-037). The Addendum was in effect through August 31, 2015. The Work Plan (Amendment #2) was approved by the Juvenile Board on November 24, 2014, (Court Order #2014-149) which replaced the previous 2014 Work, Budget and Cost Allocation plan. On September 28, 2015, Amendment #3 was approved by the Juvenile Board (Court Order #2015-119), which extended the term through December 31, 2015. The parties desired to extend the term of the TechShare.Juvenile Resource Sharing Addendum through June 30, 2016, adopt a work plan and budget for 2016, and offer new Participants an option to share TechShare.Juvenile with extended capital cost payment terms. On November 23, 2015, Amendment #4 was approved by the Juvenile Board (Court Order #2015-135) for the purposes of the term extension (through June 30, 2016) and the payment obligations in the new Attachment C. On April 25, 2016, Amendment #5 (Court Order #2016-028) was approved by the Juvenile Board for the purpose of extending the term of the Addendum through December 31, 2016. On January 23, 2017, the Techshare.Juvenile and Juvenile Case Management System - Basic 2017 Resource Sharing Addendum (Court Order #2017-006) was approved by the Juvenile Board for an effective term from January 1, 2017 through December 31, 2017.

The purpose of this briefing is to request approval of the TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum, to include the 2018 Work Plan, Budget, and Cost Allocation (Attachment A). The addendum is effective from January 1, 2018, through December 31, 2018. This addendum governs if any terms and conditions in the addendum conflict with the 2013 Master Interlocal Agreement (ILA).

The 2018 Resource Sharing Addendum (RSA) contains the pertinent changes. Johnson County has joined Techshare.Juvenile as a funding participant and Stakeholder. Johnson County's annual capital reimbursement will be calculated at 49.43% for Dallas County and 50.57% for Tarrant County. The 2018 Resource Sharing Addendum states that all uncommitted funds shall be refunded to Participants, if Urban Counties terminates the RSA due to the Texas Juvenile Justice Department (TJJD) not providing their designated cost allocation. The 2017 Resource Sharing Addendum specified all unexpended funds would be refunded.

**Impact on Operations and Maintenance:**

Dallas County's share of Maintenance and Operations funding is required to maintain the TechShare.Juvenile program and operations environment.

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*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 effective technology.

**Legal Information:**

The 2018 Resource Sharing Addendum was approved by Commissioners Court on November 21, 2017. The 2018 Resource Sharing Addendum has been reviewed by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor and approved as to form. Ms. Shirley Gardner, Sr. IT Project Manager confirmed Assistant DA Chong Choe has also approved the 2018 Resource Sharing Addendum as to form.

**Financial Impact/Considerations:**

The Dallas County IT Department is responsible for the payment of \$711,786. Johnson County has elected to pay their total capital costs of \$114,710.00 in ten (10) annual equal payments of \$11,471.00. Dallas County's annual capital reimbursement will be \$5,670.45 (49.43%). There are no additional financial implications associated with TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum.

**Performance Impact Measures:**

There will be increased visibility to juvenile data through all of the TechShare.Juvenile and JCMS.Basic partners allowing Dallas County to make informed decisions regarding programs and services offered to youth.

**Project Schedule/Implementation:**

The project is ongoing. This agreement will be in effect through December 31, 2018.

**Recommendation:**

It is recommended the Juvenile Board approve the TechShare.Juvenile and Juvenile Case Management System – Basic 2018 Resource Sharing Addendum, to include the 2018 Work Plan, Budget, and Cost Allocation (Attachment A). The Addendum is effective from January 1, 2018 through December 31, 2018.

**Recommended by:**

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

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

Texas Conference of Urban Counties  
TechShare Program  
TechShare.Juvenile and Juvenile Case Management System - Basic  
2018 Resource Sharing Addendum

**1. Purpose**

- 1.1. This Resource Sharing Addendum for the TechShare.Juvenile and Juvenile Case Management System - Basic (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties"), and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

**2. Definitions**

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. Business Day: Business Day means a day of the week in which Urban Counties' administrative offices are open for ordinary business hours in the central time zone.
- 2.2. Calendar Day: Calendar Day means any consecutive day of the month/year without regard to whether Urban Counties' administrative offices are open for ordinary business, including all holidays and weekends.
- 2.3. Caseworker: Caseworker is the juvenile program management, data collection and state reporting client-server software program provided by the former Texas Juvenile Probation Commission to counties at no cost.
- 2.4. Go Live: Go Live is defined as the event whereby a Participant makes TechShare.Juvenile fully active so that the intended users can access it to support juvenile justice activities within the Participant.
- 2.5. JCMS.Basic: JCMS.Basic is defined as the web-based module developed to replace Caseworker software. The web-based module is a component of TechShare.Juvenile that is made available by TJJD to Texas counties. JCMS.Basic provides data collection and reporting capabilities based on state requirements and standards for juvenile case management.
- 2.6. JCMS.Basic County: JCMS.Basic County means a county accessing JCMS.Basic through arrangement with TJJD, and not as a Participant to this Resource Sharing Addendum.
- 2.7. Maintenance: Maintenance is defined as those services provided to maintain TechShare.Juvenile and JCMS.Basic in good working order, to keep it current with technology evolutions, to modify functionality to meet changes to legal or regulatory requirements, and to enhance functionality as agreed by the Participants as set forth herein.
- 2.8. Master ILA: The 2013 Master Interlocal Agreement For Participation In The Urban Counties TechShare Program (20130128) which was adopted by the Urban Counties Board of Directors on January 28, 2013.

- 2.9. Operation: Operation of TechShare.Juvenile and JCMS.Basic shall include provision of the Production Environment and overseeing the contracted operation services to insure the availability and safeguarding of the TechShare.Juvenile and JCMS.Basic and data stored therein.
- 2.10. Oversight Committee: Oversight Committee means the TechShare Oversight Committee.
- 2.11. Participants: Participants is defined as all local governments executing this Addendum and includes both Stakeholders and Subscribers.
- 2.12. Parties: Parties is defined as the Participants and Urban Counties.
- 2.13. Production Environment: Production Environment is defined as the shared computer domain (hardware and software) designed to operate TechShare.Juvenile for the Participants.
- 2.14. Production Version: Production Version is defined as that version of TechShare.Juvenile that is made available in the Production Environment for use by Participants.
- 2.15. Software as a Service or SaaS: a software delivery model in which the software is obtained on a subscription basis.
- 2.16. Stakeholder: a Participant sharing TechShare.Juvenile that has paid Capital Costs.
- 2.17. Stakeholder Committee: Stakeholder Committee means the Stakeholder Committee for TechShare.Juvenile and JCMS.Basic, as provided for in the Master ILA. The voting strength of Stakeholders' representatives serving on the Stakeholder Committee is equal to each respective Stakeholder's Capital Costs.
- 2.18. Subscriber: a Participant sharing TechShare.Juvenile in the form of Software as a Service.
- 2.19. TechShare.Juvenile: TechShare.Juvenile is defined as the full-featured Juvenile Case Management System, including all versions, to be utilized by the Participants. TechShare.Juvenile includes all of the JCMS.Basic functionality and provides additional operational and management capabilities for counties for the purpose of supporting overall juvenile justice activities at the local level.
- 2.20. TJJD: TJJD means the Texas Juvenile Justice Department or a successor entity.

### 3. Term of Addendum

- 3.1. This 2018 Resource Sharing Addendum shall be effective from January 1, 2018 through and including December 31, 2018.

### 4. Operation and Maintenance of TechShare.Juvenile

- 4.1. Urban Counties will provide or contract for services to operate the Production Version of TechShare.Juvenile in the Production Environment for the Participants.
- 4.2. TechShare.Juvenile will be maintained to comply with, and to identify defects in accordance with, the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the current version of which can be found at the URL specified in the 2018 Work Plan, Attachment A. Support will be provided in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan, the current version of which can be found at the URL specified in the 2018 Work Plan, Attachment A.
  - 4.2.1. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, and any such revised version shall automatically be substituted for the preceding version. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.

- 4.2.2. As requested by the Stakeholder Committee and approved by the Oversight Committee, the Board of Directors may approve changes to the TechShare.Juvenile and JCMS.Basic System Support Plan, and any such revised version shall automatically be substituted for the preceding version. In the event of unexpected changes to cost associated with the TechShare.Juvenile and JCMS.Basic System Support Plan, the Stakeholder Committee shall suggest revisions to permit compliance within the approved budget.
- 4.3. Urban Counties is not responsible for system response time and performance outside the Production Environment.
- 4.4. Urban Counties will provide an issue tracking system in order to support the reporting of issues and defects in the Production Version of TechShare.Juvenile.
- 4.5. Urban Counties will develop, publish and maintain an operations guide that will be used to manage issues and defects reported by the Participants.
- 4.6. Service Availability: The Production Version of TechShare.Juvenile in the Production Environment will be available for use seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance and updates.
- 4.7. Urban Counties will diagnose and correct defects in the Production Environment in accordance with the following service levels:
- 4.7.1. Severity Level 1 – Critical, defined as a problem or outage that directly impedes a Participant's ability to carry out essential business functions.
- 4.7.1.1. Response provided within two (2) hours for all Severity Level 1 issues.
- 4.7.1.2. Resolution by continuous work until either problem resolved by either permanent fix or temporary fix that allows the Participant to resume essential business functions.
- 4.7.2. Severity Level 2 – Urgent, defined as an issue or problem that hampers a Participant's use of a function, but does not prevent the Participant from carrying out essential business functions. Deemed a high priority item for attention.
- 4.7.2.1. Response provided within two (2) Calendar Days for all Severity Level 2 issues.
- 4.7.2.2. Resolution by continuous work until resolved with either a temporary fix or patch or permanent resolution that allows the Participant to resume normal operation of essential business functions.
- 4.7.3. Severity Level 3 – Normal, defined as a defect or issue that, if corrected, would improve the use or functionality of the system. Deemed as a low priority.
- 4.7.3.1. Response provided within five (5) Business Days for all Severity Level 3 issues.
- 4.7.3.2. Resolution based on joint planning with Participants to determine when to apply temporary fix or patch or permanent solution to address issue.
- 4.8. If a Participant desires a unique operation plan beyond the operation services described in this Section 4, the cost of such individual operation plan will be the responsibility of that Participant.
- 4.9. Urban Counties has the authority to make all necessary decisions to interpret severity levels and service levels.
- 4.10. If a Participant disagrees with a severity level or service determination made by Urban Counties, the Participant may request a conference, to occur as expeditiously as reasonably possible for the parties, between the TechShare Development Manager and the IT Director of the Participant (or designee) for the purpose of discussing the severity level or service determination and attempting to resolve the disagreement.



- 4.11. If the conference as provided in 4.10. does not resolve a disagreement regarding a severity level or service level determination made by Urban Counties, the Participant may have its Representative contact the Chairman of the Stakeholder Committee for the purpose of appealing the determination.
  - 4.11.1. The Chairman of the Stakeholder Committee shall call for a Stakeholder Committee meeting to discuss the appeal as expeditiously as reasonably possible for members of the Stakeholder Committee.
  - 4.11.2. The decision of the Stakeholder Committee shall be final.

## **5. Maintenance of TechShare.Juvenile**

- 5.1. Urban Counties will maintain or contract for services to maintain TechShare.Juvenile in good working order in accordance with the TechShare.Juvenile and JCMS.Basic System Support Plan.
- 5.2. Maintenance does not include enhancement of functionality of TechShare.Juvenile unless specific enhancements are included in the Work Plan, Budget and Cost Allocation as approved by the Stakeholder Committee and the Urban Counties Board of Directors.

## **6. 2018 Work Plan, Budget and Cost Allocation**

- 6.1. The 2018 Work Plan, Budget, and Cost Allocation is attached as Attachment A.
- 6.2. As additional Participants execute this Addendum, or as desired changes to the budget or cost allocation are identified, the Board of Directors may approve changes to the budget or cost allocation contained 2018 Work Plan, Budget, and Cost Allocation. The Stakeholder Committee, with approval of the Oversight Committee, may approve changes to the work plan contained in the 2012 Work Plan, Budget, and Cost Allocation that do not require changes to the budget or cost allocation. If approved as set forth herein, the revised version of the 2018 Work Plan, Budget, and Cost Allocation shall automatically be substituted for the prior version as Attachment A without the necessity of approval by Participants that are not required to pay more.
- 6.3. Payments for costs set forth in the 2018 Work Plan, Budget, and Cost Allocation are due from each Participant on the respective dates in the 2018 Work Plan, Budget, and Cost Allocation.
  - 6.3.1. Costs as set forth in the 2018 Work Plan, Budget, and Cost Allocation for any Participant implementing TechShare.Juvenile during the term of this Addendum are due no later than 30 days after Go Live for the Participant.
    - 6.3.1.1. Operation and Maintenance (O&M) Costs will be prorated for the Participant in accordance with the date of Go Live.

## **7. Coordination of Activities For, and Funding From, TJJD for the Benefit of JCMS.Basic Counties**

- 7.1. Until 2017, TJJD was a Participant in the Master ILA and the Resource Sharing Addenda for TechShare.Juvenile and JCMS.Basic. TJJD is expected to contract directly with Urban Counties for maintenance and operation of JCMS.Basic on terms similar to the terms in this Addendum, including the payment of costs.
  - 7.1.1. Urban Counties will contractually require TJJD to obtain the execution of the JCMS.Basic Use Agreement, or a similar agreement imposing the rights and responsibilities in Section 11, by any entity using JCMS.Basic through TJJD.
  - 7.1.2. In the event TJJD does not contractually commit to pay a portion of the 2018 budget as set forth in Attachment A, and if Urban Counties determines the 2018 Work Plan cannot be accomplished with funds available from Participants pursuant to this Addendum, then Urban Counties will notify all Participants and JCMS.Basic Counties. The Parties will work cooperatively to determine what actions are necessary to address any shortfall.

- 7.2. If TJJD contracts with Urban Counties under terms similar to those in this Addendum and pays a proportionate share of the 2018 budget as set forth in Attachment A, TJJD will continue to be a Stakeholder.

## 8. TechShare.Juvenile Funding Formula

- 8.1. The Stakeholder funding formula for TechShare.Juvenile shall be based on population.
- 8.1.1. Each Stakeholder's percentage of the Capital Costs of TechShare.Juvenile shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders, except that Dallas and Tarrant counties previously agreed to a different allocation of Capital Costs as between them for Capital Costs incurred to date. For the calculation of Capital Costs, population figures from the 2010 decennial census will be used.
- 8.1.1.1. Entities that become additional Stakeholders during the term of this Addendum may elect to pay their capital costs in equal annual payments, not exceeding 10 years. Once a term is selected, the Stakeholder may elect to shorten the payment term and make fewer annual payments, but may not elect to extend the payment term.
- 8.1.1.2. A Stakeholder that pays capital costs calculated under section 8.1.1.1. is not eligible for any refund of capital costs as additional entities participate in this Addendum until such time as the Stakeholder's paid capital costs equal or exceed its total capital costs as calculated in accordance with section 8.1.1.
- 8.1.2. Each Stakeholder's percentage of the O&M Costs of TechShare.Juvenile, exclusive of TJJD's O&M Costs, shall be equal to the percentage that the Stakeholder's population represents of the total population of all Stakeholders. For this calculation of O&M Costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent as of March 1 immediately preceding the start of the O&M period, will be used.
- 8.2. Notwithstanding any provision in the Master ILA requiring payment of Capital Costs, Participants may elect to share TechShare.Juvenile through a SaaS arrangement.
- 8.2.1. For TechShare.Juvenile, Subscriber costs will be determined using a metric approved by the Stakeholder Committee.
- 8.2.2. Using the approved metric, a baseline cost per metric shall be calculated as: (a) the sum of anticipated non-capital costs for all Stakeholders for 2018; and (b) divided by the metric as applied to Stakeholders. Once the baseline cost has been determined, the anticipated costs that are unique for the individual Subscriber (e.g., hosting services) will be added. (Example: Sum of anticipated non-capital costs applicable to all Stakeholders: \$100,000. Metric: Number of users. Stakeholder users: 100. Expected costs unique to a SaaS Subscriber: \$50,000. Subscriber users: 30. Baseline cost per user for calculation of SaaS Subscriber fee =  $\$100,000 \div 100 \text{ users} = \$1,000 \text{ per user}$ . So the baseline cost + unique costs =  $(\$1,000 \times 30) + \$50,000 = \$80,000$ .)
- 8.2.3. Capital recovery costs shall be calculated by dividing the total capital value of TechShare.Juvenile by its estimated useful life to arrive at an annual capital recovery amount, and then dividing that annual capital recovery amount by the approved metric (e.g., number of users) as applied to each Texas Participant. Once established, the capital cost recovery component of the fee formula will remain constant, even with the addition of other out-of-state entities. The capital cost recovery calculation is included in Attachment A.
- 8.2.3.1. For Texas Subscribers, the periodic subscription fee shall be the sum of:
- 8.2.3.1.1. the baseline cost per metric multiplied by the Subscriber's number of metrics; and

- 8.2.3.1.2. the anticipated unique costs for the Subscriber; and
    - 8.2.3.1.3. 15% of the sum of the amounts in 8.2.3.1.1. and 8.2.3.1.2.
  - 8.2.3.2. For non-Texas Subscribers, the periodic subscription fee shall be the sum of:
    - 8.2.3.2.1. the baseline cost per metric multiplied by the Subscriber's number of metrics;
    - 8.2.3.2.2. the anticipated unique costs for the Subscriber; and
    - 8.2.3.2.3. 15% of the sum of the amounts in 8.2.3.2.1. and 8.2.3.2.2; and
    - 8.2.3.2.4. the capital recovery cost per metric multiplied by the Subscriber's number of metrics.
- 8.3. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional O&M Costs, an amount that in total for all TechShare Resources that the Participant shares equals the amount the Participant would pay in dues if it were a member of Urban Counties.

## **9. Limitations on Rights of Subscribers**

- 9.1. Subscribers are not eligible for refunds of subscription fees as additional Participants join in sharing TechShare.Juvenile.
- 9.2. Subscribers may participate in user conferences to prioritize maintenance and "evergreening" activities, but do not serve on the Stakeholder Committee.
- 9.3. Subscribers shall have no right to continued use of TechShare.Juvenile if they no longer share through this or a successor agreement through TechShare.

## **10. Access to Source Code**

- 10.1. Representatives from each Stakeholder shall be given continuing access to the source code for TechShare.Juvenile, as well as access to any other software needed to compile and/or build TechShare.Juvenile, in the source code repository maintained by Urban Counties.

## **11. Sharing of Data**

- 11.1. Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
- 11.2. The Parties acknowledge and agree that data within TechShare.Juvenile and JCMS.Basic will be accessible by other Parties and entities accessing JCMS.Basic through TJJD, in accordance with access levels set forth in section 58.306, Texas Family Code.
- 11.3. Each Party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile and JCMS.Basic through the Party are authorized to do so, and will use such data only as is legally permitted.
- 11.4. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure, or dissemination of confidential juvenile information under this Addendum.
- 11.5. Participants agree that the following terms and conditions apply to the Participants and their representatives regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile and/or JCMS.Basic:
  - 11.5.1. Participants and their representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.

- 11.5.2. All users of TechShare.Juvenile and/or JCMS.Basic will be required, at the time of log-in, to acknowledge (a) the legal restrictions placed on access to and use of information maintained in TechShare.Juvenile and JCMS.Basic; (b) that use of TechShare.Juvenile and JCMS.Basic may be monitored and audited without the knowledge of users; and (c) that unauthorized access to or use of information may result in immediate revocation of a user's access, as well as reporting to appropriate authorities.
- 11.5.3. Participants agree that TechShare.Juvenile and JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- 11.5.4. Participants understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
- 11.5.5. Participants shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 11.5.6. Participants shall safeguard access to TechShare.Juvenile and JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 11.5.7. Participants understand and acknowledge that violation of the conditions of the terms of this Addendum may cause the immediate revocation of all access to TechShare.Juvenile and JCMS.Basic granted to a Participant and/or its representatives.
- 11.5.8. Participants shall agree that use of TechShare.Juvenile and JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a Participant's knowledge or prior notice.
- 11.6. Urban Counties shall limit access to Participants' confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
  - 11.6.1. Urban Counties agrees that under no circumstances shall Urban Counties permit disclosure, access, distribution, copying, review, or examination of a Participant's confidential or proprietary information by any other party not authorized herein.
  - 11.6.2. Confidential, proprietary information provided by a Participant shall not be modified or marketed without the written authorization of the Participant.
  - 11.6.3. All reasonable security precautions, at least as great as the precautions Urban Counties takes to protect its own confidential information, but no less than reasonable care, shall be taken by Urban Counties to prevent unauthorized use or disclosure of juvenile information.
  - 11.6.4. Urban Counties shall cooperate with a Participant to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in TechShare.Juvenile.

## **12. Participant Access to Information**

- 12.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
  - 12.1.1. the Master ILA and this Addendum;
  - 12.1.2. the workplan, budget, and cost allocation;
  - 12.1.3. list of Participants;



- 12.1.4. information regarding Stakeholders' Pre-Paid Costs, Capital Costs, and reimbursements of those costs;
  - 12.1.5. contracts with vendors providing goods or services directly for a Participant;
  - 12.1.6. the TechShare.Juvenile and JCMS.Basic System Support Plan;
  - 12.1.7. feature definitions, design documents and other technical plans proposed for consideration;
  - 12.1.8. training manuals and other training material;
  - 12.1.9. records of expenditures; and
  - 12.1.10. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to TechShare.Juvenile and/or JCMS.Basic, and meeting minutes.
- 12.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

### **13. Miscellaneous**

- 13.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 13.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 13.3. In the event any term or provision of this Addendum conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Addendum will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Addendum. The remaining provisions will be construed to preserve the intent and purpose of this Addendum and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
- 13.4. In order to maintain a current version of this complete Agreement, whenever Attachment A is revised by automatic substitution, Urban Counties will issue the revised attachment to all Participants.

### **14. Termination**

- 14.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination, with copies of said notice to the other Participants.
  - 14.1.1. Upon termination by a Participant Urban Counties shall remove the Participant's data from the shared TechShare.Juvenile database and return to the Participant its data in an industry-standard electronic format. Urban Counties and the Participant shall work cooperatively on the timing of the return of the data.
  - 14.1.2. Urban Counties will not issue refunds of amounts previously paid by any Participant that terminates its participation.
- 14.2. Urban Counties may terminate this Addendum if TJJD does not provide funding in the amount identified in Attachment A and Urban Counties and the Participants are unable to agree on a revised Work Plan. In that event, Urban Counties shall refund to Participants all uncommitted funds as of the date of termination.
- 14.3. Participants may terminate this Addendum or renegotiate the allocation of remaining costs if TJJD does not provide funding in the amount identified in Attachment A.

- 14.4. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set forth Attachment A without formal approval of the Participant's governing body.*

**15. Attachment Incorporated**

- 15.1. Attachment A: 2018 Work Plan, Budget and Cost Allocation (for the period of the Addendum) is incorporated in this Addendum as if fully set forth herein.

**16. Approval Necessary for Addendum to be Effective**

- 16.1. The 2018 Work Plan, Budget and Cost Allocation assumes initial approval of this Addendum by Dallas and Tarrant counties.
- 16.2. This Addendum shall not be in effect as to any party until approved by Dallas and Tarrant counties.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

Urban Counties verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**TEXAS CONFERENCE OF URBAN COUNTIES, INC.**

BY:  \_\_\_\_\_

Title: General Counsel

Date: \_\_\_\_\_ 10/6/17 \_\_\_\_\_

**Name and Address for Purposes of Notice:**

John Dahill  
500 W. 13<sup>th</sup> Street  
Austin, TX 78701

DALLAS COUNTY:

RECOMMENDED BY:

\_\_\_\_\_  
Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
Stanley Victrum  
CIO

APPROVED AS TO FORM\*:

DALLAS COUNTY  
FAITH JOHNSON  
DISTRICT ATTORNEY  
  
\_\_\_\_\_

By: \_\_\_\_\_

Assistant District Attorney

**\*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**



COUNTY OF DENTON

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Address for Purposes of Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF JOHNSON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name and Address for Purposes of Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF TARRANT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name and Address for Purposes of Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2018 WORK PLAN, BUDGET, AND COST ALLOCATION  
TECHSHARE.JUVENILE AND JUVENILE CASE MANAGEMENT SYSTEM - BASIC  
RESOURCE SHARING ADDENDUM

**Work Plan**

**Priorities**

The tasks and activities to be completed under this agreement are prioritized as follows:

1. Operation – ensuring the continued availability and reliability of TechShare.Juvenile and JCMS.Basic for the Participants based on the approved System Support Plan related to environment evergreen, defect management and requests received for data within the system. The System Support Plan may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/TechShare.Juvenile+and+JCMS.Basic+System+Support+Plan>

2. Maintenance – applying maintenance as required by statute or rule and/or to keep the system features and functions evergreen by continual enhancement as defined within the Product Backlog. The Product Backlog may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/2018+Product+Backlog>

The Product Backlog indicates those listed items which, without any additions to the Backlog or changes in priorities of the Participants, Urban Counties will accomplish during the term of the 2018 Resource Sharing Addendum.

As the Participants approve additional items for development or change priorities, the Stakeholder Committee will approve revisions to the Product Backlog to reflect the additional items and priorities. The updated Product Backlog will be posted to the link above.

TechShare.Juvenile will be maintained to comply with, and to identify defects in accordance with, the TechShare.Juvenile and JCMS.Basic System Response Time and Throughput Requirements, which may be accessed through the following:

<https://confluence.jcms-tx.org/confluence/display/JTDA/TechShare.Juvenile+and+JCMS.Basic+System+Support+Plan>

3. Marketing and Implementation Planning of TechShare.Juvenile – marketing and product demonstrations to counties and states, preparation of budget proposals and implementation planning for potential new participants.

TechShare.Juvenile will be upgraded to the latest version of .NET from Microsoft as new versions become generally available.

TechShare.Juvenile and JCMS.Basic will be modified to incorporate legislatively mandated requirements that can be completed within the approved budget. Systems releases, versions or builds to provide for the application of legislatively mandated changes and prioritized feature enhancements to the operating environments for TechShare.Juvenile and JCMS.Basic will be deployed and implemented.



## Deliverables

### 1. Change Requests

Each Change Request will describe how the specific changes to the software are necessary to meet the operational requirements of the requesting entity. The Change Requests will be reviewed, approved, and prioritized by the Stakeholder Committee as they are scheduled for development.

### 2. Sprint Plans

For each two-week development cycle (Sprint), a Sprint Plan will be documented to communicate which defect corrections and change orders are included in the development cycle.

### 3. Release Notes

For each deployment to production, Release Notes will be provided describing the changes to the software.

## Schedule

- |  |              |
|--|--------------|
| 1. Operation:  | Ongoing      |
| 2. Maintenance:                                      | Ongoing      |
| 3. Implementation of TechShare.Juvenile in counties: | As scheduled |

## Capital Costs, Allocation and Capital Cost Recovery

The total Capital Cost of TechShare.Juvenile as of January 1, 2018 is \$11,247,004.06.

Capital Costs are allocated among Stakeholders according to the relative population of each Stakeholder to the total population of all Stakeholders. The Capital Costs of each Stakeholder is shown on the table below.

Bexar County Balance	Collin County Balance	Dallas County Balance	Denton County Balance	Johnson County Balance	Tarrant County Balance	Total Capital Cost
\$3,462,733.08	\$594,586.24	\$3,248,428.00	\$503,592.64	\$114,710.00	\$3,322,954.10	\$11,247,004.06

\*Johnson County paying Capital Costs in ten (10) equal payments of \$11,471 beginning in 2017. The following formula shows the calculation for Capital Cost Recovery as described in Section 8.2.3 of the Addendum for the purpose of determining the annual SaaS fee for out-of-state Subscribers. A standard metric must be determined by the Stakeholders before an actual calculation be completed.

$$(\text{Total Capital Cost} / \text{Useful Life of the System}) / \text{Texas Metric Units Approved by Stakeholders} = \text{annual Capital Cost Recovery amount per Metric Unit.}$$

$$(\$11,247,004.06 / 20 \text{ years}) / (\text{Number of Texas Metric Units}) = \$ \text{NNN.NN per Metric Unit per 12 months.}$$

### Operations and Maintenance Budget and Allocation

The Operations and Maintenance Budget for the twelve-month term of this Addendum is shown in the table below.

<u>TechShare.Juvenile</u>	<u>JCMS M&amp;O</u>	
	<u>2018</u>	
Income		
Collin County	\$	259,723.00
Dallas County	\$	711,786.00
Denton County	\$	222,847.00
Johnson County	\$	45,133.00
Tarrant County	\$	557,511.00
TJJD	\$	1,198,000.00
Total Income	\$	2,995,000.00
Expense		
General Class	\$	304,325.00
Program Expenses		
IT Systems	\$	545,400.00
Meetings	\$	5,000.00
Other Expenses	\$	8,400.00
Staffing	\$	1,481,347.00
Travel	\$	17,300.00
Total Program Expenses	\$	2,057,447.00
TechShare Indirect	\$	489,059.00
Association Services Fee	\$	119,800.00
Total Expenses	\$	2,970,631.00
Net Reserve	\$	24,369.00

**Cost Allocation and Payment Plan:**

The budget for the twelve-month term of the Addendum will be funded through a one payment from each Stakeholder, based on the schedule shown below:

<b>Stakeholder Payment Plan – Payments Due by November 30, 2017</b>	
<b>Stakeholder</b>	<b>Allocation</b>
Collin County	\$ 259,723.00
Dallas County	\$ 711,786.00
Denton County	\$ 222,847.00
Johnson County	\$ 45,133.00
Tarrant County	\$ 557,511.00
<b>Required Payment from Texas Juvenile Justice Department</b>	<b>\$ 1,198,000.00</b>
<b>Total</b>	<b>\$ 2,995,000.00</b>
Johnson County Capital Cost Payment 2 of 10	\$ 11,471.00

**Multi-County Juvenile Probation Departments**

Both Capital Costs and O&M Costs will be allocated per Participant in accordance with method/formula for all other similarly situated Participants (i.e, Stakeholders and Subscribers), unless the commissioners court from every county in a multi-county jurisdiction agrees to split their collective costs in some other manner as between those counties only. A commissioners court resolution, minute order, or other such document evidencing each county's agreement must be provided to Urban Counties before any such other manner of allocation will be recognized.

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX  
**DATE:** November 27, 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 27<sup>th</sup> day of November, 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 June 24, 2013 the TechShare Resource Sharing Addendum was approved by the Juvenile Board (Court Order #2013-058). Subsequently, on March 24, 2014 the Resource Sharing Amendment # 1 was approved by the Juvenile Board (Court Order #2014-037). The Addendum was in effect through August 31, 2015; and
- WHEREAS,** the Work Plan (Amendment #2) was approved by the Juvenile Board on November 24, 2014 (Court Order #2014-149) which replaced the previous 2014 Work, Budget and Cost Allocation plan; and
- WHEREAS,** on September 28, 2015, Amendment #3 was approved by the Juvenile Board (Court Order #2015-119), which extended the term through December 31, 2015. The parties desired to extend the term of the TechShare.Juvenile Resource Sharing Addendum through June 30, 2016, adopt a work plan and budget for 2016, and offer new Participants an option to share TechShare.Juvenile with extended capital cost payment terms; and
- WHEREAS,** on November 23, 2015, Amendment #4 was approved by the Juvenile Board (Court Order #2015-135), for the purposes of the term extension (through June 30, 2016) and the payment obligations in the new Attachment C. Subsequently, the parties desired to extend the term of the Addendum through December 31, 2016; and
- WHEREAS,** on April 25, 2016, Addendum #5 (Court Order #2016-028) was approved by the Juvenile Board for the purpose of extending the term of the Addendum through December 31, 2016; and
- WHEREAS,** on January 23, 2017, the Techshare.Juvenile and Juvenile Case Management System - Basic 2017 Resource Sharing Addendum (Court Order #2017-006) was approved by the Juvenile Board for an effective term from January 1, 2017 through December 31, 2017; and



**WHEREAS,** the Juvenile Department requests approval of the Ratification of the TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum, to include the 2018 Work Plan, Budget, and Cost Allocation (Attachment A). The addendum is effective from January 1, 2018, through December 31, 2018. This addendum governs if any terms and conditions in the addendum conflicts with the 2013 Master Interlocal Agreement (ILA); and

**WHEREAS,** the Dallas County IT Department is responsible for the payment of \$711,786. Johnson County has elected to pay their total capital costs of \$114,710.00 in ten (10) annual equal payments of \$11,471.00. Dallas County's annual capital reimbursement will be \$5,670.45 (49.43%). There are no additional financial implications associated with TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum. The 2018 Resource Sharing addendum was approved by Commissioners Court on November 21, 2017; and

**WHEREAS,** there will be increased visibility to juvenile data through all of the TechShare.Juvenile and JCMS.Basic partners allowing Dallas County to make informed decisions regarding programs and services offered to youth. The project is ongoing. This agreement will be in effect through December 31, 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approves the ratification of the TechShare.Juvenile and Juvenile Case Management System – Basic 2018 Resource Sharing Addendum, which includes the 2018 Work Plan, Budget, and Cost Allocation (Attachment A). The Addendum is effective from January 1, 2018 through December 31, 2018.

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 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:** November 27, 2017

**To:** Dallas County Juvenile Board

**From:** Dr. Terry S. Smith, Director

**Subject:** Educational Experience Affiliation Agreements - The University of Texas at Arlington, The University North Texas at Dallas and Dallas County Juvenile Department

**Background of Issue:**

Traditionally, the Dallas County Juvenile Department has provided learning opportunities to students from various universities and colleges under an internship program, as internships provide an important part of education for college students. The ability to see the workings of the Juvenile Department in its entirety from Education to Probation to Institutions will assist in the preparation of a new generation of workers.

The University of Texas at Arlington and the University of North Texas at Dallas have requested that Educational Experience Affiliation Agreements be executed in reference to students from these institutions participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from the University of Texas at Arlington or the University of North Texas at Dallas participating in the Juvenile Department's Internship program.

The purpose of this briefing is to request authorization to execute the attached Educational Experience Affiliation Agreements.

**Impact on Operations and Maintenance:**

These Educational Experience Affiliation Agreements will formalize the process of receiving students from the University of Texas at Arlington and the University of North Texas at Dallas. The interns' experiences should help them to operationalize the theories learned in class and translate them into real life learning.

**Strategic Plan Compliance:**

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

**Legal Information:**

Both Educational Experience Affiliation Agreements have been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers.

**Financial Impact/Considerations:**

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

**Performance Impact Measures:**

There are no specific performance measures.

**Project Schedule/Implementation:**

Upon approval of the Juvenile Board, both agreements will be in effect for an initial term of three (3) years. After the initial term of three (3) years, the parties may renew the Educational Experience Affiliation Agreements as they deem appropriate. All parties reserve the right to renegotiate the Affiliation Agreements upon the consent of the other party. Any modification of the Affiliation Agreements must be in writing and signed by all parties.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approves the Educational Experience Affiliation Agreement between the University of Texas at Arlington and Dallas County Juvenile Department. It is also recommended that the Dallas County Juvenile Board approves the Educational Experience Affiliation Agreement between the University of North Texas at Dallas and the Dallas County Juvenile Department. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**Recommended by:**

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

## **EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT**

This Educational Experience Affiliation Agreement ("**Agreement**"), effective January 1st, 2018 ("**Effective Date**"), is between The University of Texas at Arlington ("**University**") and Dallas County Juvenile Department ("**Facility**").

### **Recitals**

**WHEREAS** Facility operates at 2600 Lone Star Dr, Dallas, TX 75212, USA, a location where Facility, using its personnel, provides social work services.

**WHEREAS** University provides academic courses in areas of study that relate to the work of Facility and desires from time to time to provide its Students ("**Students**") with educational experience by utilizing appropriate facilities and personnel of third parties.

**WHEREAS** University and Facility desire to implement an educational experience for Students involving the Students and personnel of University and the facilities and personnel of Facility ("**Program**").

### **Agreement**

**NOW THEREFORE**, in consideration of the mutual promises herein, University and Facility agree as follows:

#### **1.0. PROGRAM DEVELOPMENT.**

- 1.1. University shall designate a member of the University faculty for each College/Department/School/Program participating under this Agreement ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative(s).
- 1.2. Facility shall appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
  - 1.2.1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
  - 1.2.2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
  - 1.2.3. No person shall act as Facility Liaison without the prior written approval of University;
  - 1.2.4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with this procedure.
- 1.3. Facility Liaison and University Representative will design the Program in a manner that is consistent with the curriculum requirements of University and the standards of the accrediting entity when applicable; will review the Program periodically; and when appropriate, will revise the Program to continually meet University curriculum



requirements and standards of the accrediting entity if applicable.

- 1.4. The Program will be an integral part of the services provided by Facility; Students will be participating under the direct supervision of University Personnel and/or Facility personnel who are licensed or otherwise qualified to perform such services.

- 2.0. **TERM AND TERMINATION.** This Agreement shall commence on the date of the last party to sign and shall continue for three years. Either party may withdraw from this Agreement upon giving thirty (30) days prior written notice. This will not impact the status of any University student currently in his or her practicum experience at the Facility and such student will be able to complete his or her Program at the Facility. No additional students may be assigned to Facility after such notice of withdrawal has been received. Dallas County Juvenile reserves the right to release any student at any time with the approval of the Executive Team.

- 3.0. **UNIVERSITY OBLIGATIONS.**

- 3.1. University will:

- 3.1.1. furnish Facility with the names of the Students assigned by University to participate in the Program;
- 3.1.2. assure that all Students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program and assign only those Students;
- 3.1.3. develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students;
- 3.1.4. assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
- 3.1.5. inform all University Students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility;
- 3.1.6. provide information requested by Facility related to Students participating in the Program unless prohibited by federal or state law; and,
- 3.1.7. remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients/clients.

- 4.0. **FACILITY OBLIGATIONS.**

- 4.1. Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the Program. In connection with such Program, Facility will:
  - 4.1.1. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

- 4.1.2. assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program;
  - 4.1.3. provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
  - 4.1.4. obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
  - 4.1.5. assume sole responsibility for the quality of patient or client care;
  - 4.1.6. provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility;
  - 4.1.7. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience;
  - 4.1.8. permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process;
  - 4.1.9. allow the use of Facility material in University classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by the University to maintain the confidentiality of all Facility material and identifying information and records of youth in the care, custody and control of the Facility in compliance with federal and state laws.
- 5.0. **NOTICES.** All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
- 6.0. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility or University shall affect or modify any obligations of Facility or University under this Agreement.
- 7.0. **ASSIGNMENT.** This Agreement may not be assigned by either Facility or University without prior written approval of the other party.
- 8.0. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default of this Agreement or give rise to any claim for damages.
- 9.0. **GOVERNING LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.
- 10.0. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- 11.0. **GENERAL TERMS.**
  - 11.1. Students and University personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

- 11.2. This Agreement constitutes the entire agreement between Facility and University with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- 11.3. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- 11.4. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

**BY FACILITY**  
**DALLAS COUNTY JUVENILE BOARD:**

\_\_\_\_\_  
Judge Cheryl Lee Shannon  
Dallas County Juvenile Board Chairman

\_\_\_\_\_  
Date

**BY UNIVERSITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
KELLY DAVIS, CPA  
Printed Name

\_\_\_\_\_  
VP / CFO  
Title

\_\_\_\_\_  
Date

Digitally signed  
by Ceanna  
Belnap  
Date:  
2017.11.06  
09:52:48 -06'00'

**RECOMMENED BY:**

\_\_\_\_\_  
Dr. Terry S. Smith  
Dallas County Juvenile Department Director

**APPROVED AS TO FORM:**

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

**B. Nondiscrimination Authorities**

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

**Pertinent Nondiscrimination Authorities:**

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



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

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

#### *C. Representations/Warranties*

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

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

#### *D. Title VI Complaints*

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

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

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

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

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

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

**E. Enforcement**

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

**Contractor's Full Name:** The University of Texas at Arlington.

  
\_\_\_\_\_  
**Kelly Davis, CPA**  
**Vice President and Chief Financial Officer**

11/7/17  
\_\_\_\_\_  
**Date**

 Digitally signed  
by: Kelly Davis  
Date: 2017.11.06  
08:58:21 -0500

## **EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT**

This Educational Experience Affiliation Agreement ("**Agreement**"), effective January 1st, 2018 ("**Effective Date**"), is between The University of North Texas at Dallas ("**University**") and Dallas County Juvenile Department ("**Facility**").

### **Recitals**

**WHEREAS** Facility operates at 2600 Lone Star Dr, Dallas, TX 75212, USA, a location where Facility, using its personnel, provides social work services.

**WHEREAS** University provides academic courses in areas of study that relate to the work of Facility and desires from time to time to provide its Students ("**Students**") with educational experience by utilizing appropriate facilities and personnel of third parties.

**WHEREAS** University and Facility desire to implement an educational experience for Students involving the Students and personnel of University and the facilities and personnel of Facility ("**Program**").

### **Agreement**

**NOW THEREFORE**, in consideration of the mutual promises herein, University and Facility agree as follows:

#### **1.0. PROGRAM DEVELOPMENT.**

- 1.1.** University shall designate a member of the University faculty for each College/Department/School/Program participating under this Agreement ("**University Representative**") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative(s).
- 1.2.** Facility shall appoint a person to serve for Facility as liaison ("**Facility Liaison**") by the following procedure:
  - 1.2.1.** Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
  - 1.2.2.** University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
  - 1.2.3.** No person shall act as Facility Liaison without the prior written approval of University;
  - 1.2.4.** In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with this procedure.
- 1.3.** Facility Liaison and University Representative will design the Program in a manner that is consistent with the curriculum requirements of University and the standards of the accrediting entity when applicable; will review the Program periodically; and when appropriate, will revise the Program to continually meet University curriculum requirements and standards of the accrediting entity if applicable.

1.4. The Program will be an integral part of the services provided by Facility; Students will be participating under the direct supervision of University Personnel and/or Facility personnel who are licensed or otherwise qualified to perform such services.

2.0. **TERM AND TERMINATION.** This Agreement shall commence on the date of the last party to sign and shall continue for three years. Either party may withdraw from this Agreement upon giving thirty (30) days prior written notice. This will not impact the status of any University student currently in his or her practicum experience at the Facility and such student will be able to complete his or her Program at the Facility. No additional students may be assigned to Facility after such notice of withdrawal has been received. Dallas County Juvenile reserves the right to release any student at any time with the approval of the Executive Team.

3.0. **UNIVERSITY OBLIGATIONS.**

3.1. University will:

- 3.1.1. furnish Facility with the names of the Students assigned by University to participate in the Program;
- 3.1.2. assure that all Students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program and assign only those Students;
- 3.1.3. develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students;
- 3.1.4. assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
- 3.1.5. inform all University Students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility;
- 3.1.6. provide information requested by Facility related to Students participating in the Program unless prohibited by federal or state law; and,
- 3.1.7. remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients/clients.

4.0. **FACILITY OBLIGATIONS.**

4.1. Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the Program. In connection with such Program, Facility will:

- 4.1.1. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;
- 4.1.2. assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program;
- 4.1.3. provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;

- 4.1.4. obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
- 4.1.5. assume sole responsibility for the quality of patient or client care;
- 4.1.6. provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility;
- 4.1.7. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience;
- 4.1.8. permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process;
- 4.1.9. allow the use of Facility material in University classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by the University to maintain the confidentiality of all Facility material and identifying information and records of youth in the care, custody and control of the Facility in compliance with federal and state laws.

5.0. **NOTICES.** All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

6.0. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility or University shall affect or modify any obligations of Facility or University under this Agreement.

7.0. **ASSIGNMENT.** This Agreement may not be assigned by either Facility or University without prior written approval of the other party.

8.0. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default of this Agreement or give rise to any claim for damages.

9.0. **GOVERNING LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.

10.0. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

#### 11.0. **GENERAL TERMS.**

11.1. Students and University personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

11.2. This Agreement constitutes the entire agreement between Facility and University with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.



- 11.3. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- 11.4. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

**BY FACILITY  
DALLAS COUNTY JUVENILE BOARD:**

\_\_\_\_\_  
Judge Cheryl Lee Shannon  
Dallas County Juvenile Board Chairman

\_\_\_\_\_  
Date

**BY UNIVERSITY**

Betty H. Stewart

Signature

Betty H. Stewart

Printed Name

Provost and EVPAA

Title

11-9-17

Date

**RECOMMENDED BY:**

\_\_\_\_\_  
Dr. Terry S. Smith  
Dallas County Juvenile Department Director

**APPROVED AS TO FORM:**

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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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.
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- a. withholding payments to the contractor under the contract until the contractor complies; and/or
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**Pertinent Nondiscrimination Authorities:**

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

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

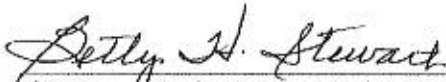
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to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

*E. Enforcement*

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

The University of North Texas At Dallas

Contractor's Full Name: \_\_\_\_\_



Signature, Authorized Representative of Contractor

11-9-17

Date

Provost and Executive Vice President of Academic Affairs

Title



## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: November 27, 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 27<sup>th</sup> day of November, 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,** traditionally, the Dallas County Juvenile Department has provided learning opportunities to students from various universities and colleges under an internship program, as internships provide an important part of education for college students. The ability to see the workings of the Juvenile Department in its entirety from Education to Probation to Institutions will assist in the preparation of a new generation of workers; and

**WHEREAS,** the University of Texas at Arlington has requested that an Educational Experience Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from the University of Texas at Arlington participating in the Juvenile Department's Internship program; and

**WHEREAS,** the Juvenile Department requested authorization to execute the attached Educational Experience Affiliation Agreement; and

**WHEREAS,** the Educational Experience Affiliation Agreement will formalize the process of receiving students from the University of Texas at Arlington (UTA). The interns' experiences should help them to operationalize the theories learned in class and translate them into real life learning; 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.

**WHEREAS,** upon approval of the Juvenile Board, this agreement will be in effect for an initial term of three (3) years. After the initial term of three (3) years, the parties may renew this Educational Experience Affiliation Agreement as they deem appropriate. Both parties reserve the right to renegotiate this Affiliation Agreement upon the consent of the other party. Any modification of this Affiliation Agreement must be in writing and signed by all parties

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Educational Experience Affiliation Agreement between the University of Texas at Arlington and Dallas County Juvenile Department. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 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:** November 27, 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 27<sup>th</sup> day of November, 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,** traditionally, the Dallas County Juvenile Department has provided learning opportunities to students from various universities and colleges under an internship program, as internships provide an important part of education for college students. The ability to see the workings of the Juvenile Department in its entirety from Education to Probation to Institutions will assist in the preparation of a new generation of workers; and

**WHEREAS,** the University of North Texas at Dallas has requested that an Educational Experience Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from the University of North Texas at Dallas participating in the Juvenile Department's Internship program; and

**WHEREAS,** the Juvenile Department requested authorization to execute the attached Educational Experience Affiliation Agreement; and

**WHEREAS,** the Educational Experience Affiliation Agreement will formalize the process of receiving students from the University of North Texas at Dallas. The interns' experiences should help them to operationalize the theories learned in class and translate them into real life learning; 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.

**WHEREAS,** upon approval of the Juvenile Board, this agreement will be in effect for an initial term of three (3) years. After the initial term of three (3) years, the parties may renew this Educational Experience Affiliation Agreement as they deem appropriate. Both parties reserve the right to renegotiate this Affiliation Agreement upon the consent of the other party. Any modification of this Affiliation Agreement must be in writing and signed by all parties

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Educational Experience Affiliation Agreement between the University of North Texas at Dallas and Dallas County Juvenile Department. It is further ordered that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 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:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Youth Services Advisory Board (YSAB) Juror Fund Recommendation for the Successful Thinking and Responsible Sexuality (STARS) Program for Fiscal Year 2018

**Background of Issue:**

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem pay back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its November 20, 2017 meeting, YSAB approved an allocation for one departmental initiative, Successful Thinking and Responsible Sexuality (STARS) Program.

The purpose of this brief is to request approval of the Youth Services Advisory Board (YSAB) Juror Fund recommendation for Fiscal year 2018.

**1. *Successful Thinking and Responsible Sexuality (STARS) Program - \$1,000***

This grant will enable the STARS program to offer incentives, project supplies and composition journals to its residents, in an effort to assist in and improve their experience with the treatment process. The journals will serve as a tool for expressive thoughts and the supplies will aid in art-related therapies. Finally, incentives will encourage residents to participate in therapy and to maintain positive behaviors.

**Impact on Operations and Maintenance:**

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

**Strategic Plan Compliance:**

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

**Financial Impact/Considerations:**

All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). The total amount of funds to be allocated for fiscal year 2018 will be \$327,127.01. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Performance Impact Measures:**

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

**Project Schedule/Implementation:**

This program will take place during fiscal year 2018.

**Recommendation:**

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation in the amount of \$1,000.00.

**Recommended by:**



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



## Dallas County Juvenile Department Internal Programs Application

### I. Contact Information

#### a. Contact Name and Title:

Wendell Lewis, Assistant Superintendent

#### b. Organization and Unit Name:

Dallas County Juvenile Department STARS Program

#### c. Program/Project Name:

STARS Program (Successful Thinking and Responsible Sexuality)

#### d. Amount requesting:

\$1,000.00

#### e. Address:

2600 Lone Star Drive, Dallas, TX 75212

#### f. Email:

Wendell.Lewis@dallascounty.org

#### g. Phone number:

(214) 819-5132

### II. Proposed Program

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

The STARS Program provides residents with safe, secure, and structured residential care and supervision. Residents of the STARS Treatment Program are male and range in age from 14-17 years old. Residents of the STARS Treatment Program attend the Dallas County Juvenile Justice Charter School. Programming includes counseling (Individual, group, and family), substance-abuse education, recreational activities, spiritual support, and life-skills training in a cooperative learning format. The STARS Treatment Program may accommodate as many as 30-40 residents. On average, the residents remain in the program nine to twelve months depending on which program they are participating. Successful Thinking and Responsible Sexuality is a treatment program for residents with sexual behavior problems. Residents are expected to successfully complete all components and goals of their treatment program and comply with facility rules and expectations prior to successful discharge.





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

The program addresses the need of each young male who is admitted into the program by offering journals for expressive thoughts, project therapy such as art-related drawings, and incentive-based programs for progressive levels. STARS residents learn responsibility, accountability, life skills, and social skills, while receiving a balanced blend of clinical and therapeutic services. Treatment is delivered through multiple domains such as:

1. Group Therapy - sessions focus in such things as anger management, emotional regulation, and self-respect.
2. Individual Therapy - offered on a weekly basis to youth with identified needs that require additional support beyond the program and group therapy.
3. Family Group Training - conducted weekly and it provides both the youth and family with additional support. The areas of focus include developing communication skills, coping with anger, behavior contradicting, rebuild trust, and creating appropriate boundaries.
4. Treatment Team Staffings – occur weekly concerning the progress in the program.

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

Located in the Dr. Jerome McNeil Jr. Juvenile Detention Center, STARS Program residents receive daily counseling from trained Therapists and Juvenile Supervision Officers. All therapists' services are performed by trained personnel under the supervision of the Program Manager.

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

Youth must be adjudicated for a sex offense and be court-ordered to the program. The STARS Program serves males only, between the ages of 14-17 years. The program focuses on understanding oneself better, learning one's offense, learning what the law says about sex, develop responsible sexuality, understanding boundaries, accepting responsibility for one's behavior, improving one's thinking, and learning how one behavior affects others. Once released, it will assist with the transition back to their homes or communities.

- e. Expected number of unduplicated program beneficiaries:

At any given time, STARS Program houses 30-40 males.

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



1. Wendell Lewis, B.A., Assistant Superintendent  
[wendell.lewis@dallascounty.org](mailto:wendell.lewis@dallascounty.org)
2. Earnest Pratt, STARS Program Manager, [earnest.pratt@dallascounty.org](mailto:earnest.pratt@dallascounty.org)
3. Dr. Priscilla Souza, STARS Clinical Coordinator,  
[priscilla.souza@dallascounty.org](mailto:priscilla.souza@dallascounty.org)

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

This funding will assist with treatment, extra-curricular activities and additional therapy projects in the STARS Program.

### III. Project Evaluation

- a. What are the program/project objectives?

1. Assist youth with learning how to make healthy/safe choices about sexual behavior.
2. Understand what the Texas Law says about sexual behavior.
3. Learn empathy for victims.
4. Engage in relapse prevention activities/write out a detail plan to maintain responsible sexuality.

- b. What are the program/project goals?

The goal of the program is to work closely with youth and families to ensure that healthy boundaries are developed and maintained and that youth learn skills to manage sexual feelings legally and appropriately.

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

The Successful Thinking and Responsible Sexuality Program monitors the following outputs:

1. The number of youth referred to the program.
2. The number of youth successfully discharged to an outpatient program.
3. The number of youth completing each progress level.
4. The number of youth who may return to the program for additional treatment.

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

1. Youth will gain understanding of responsible sexuality.
2. Youth will acknowledge their need of accepting responsibility of their behavior.





3. Youth will learn what the law says about sex.
4. Youth will form healthy peer and adult relationships.
5. Youth will be able to identify potential risky situations and how to effectively manage them.

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

Dallas County Juvenile Department regularly tracks recidivism rates among youth. Residents also complete assessment in order to gauge progress in their path to making responsible decisions and healthy relationships. Youth will complete polygraph assessments which are used to determine whether they are ready for program progression.

## IV. Budget Estimate

- a. List other funding sources or proposed funding sources for this project (if any).

The STARS program receives funding from the Dallas County Juvenile Department for human capital resources from the general operating budget. However, items such as treatment journals directly respond to the needs of the participants involved in each case, but are not covered in the general operating budget. They enhance the day-to-day implementation of the program and build program capacity.

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

Expenses	Cost Per Item	TOTALS
Program Supplies	\$500.00	\$500.00
Celebration and Incentives	\$500.00	\$500.00
<b>GRAND TOTAL:</b>		<b>\$1000.00</b>

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

Expenses	Description	Cost Per Item	Qty.	Totals
Program supplies: art expression groups set to transform	Markers, Construction paper, tape, crayons, cards, art supplies			\$50.00



Putting Youth First

<b>ideas/feelings.</b>				
<b>Program Supplies: Composition Journals-Books used as therapeutic to channel feelings</b>	Journals/composition books	6.00	75	\$450.00
<b>Celebration and incentives for level system</b>	Snacks, gift cards, advancement & graduation certificates of completion, graduation gifts, etc...	500.00	1	\$500.00
<b>GRAND TOTAL:</b>				\$1000.00

Application Completed By:

Print Name:  
Wendell LewisTitle:  
Assistant Superintendent

Signature:

Date: (mm/dd/yyyy)  
09/20/2017

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: November 27, 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 27th day of November 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem pay back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its November 20, 2017 meeting, YSAB approved an allocation for one departmental initiative, Successful Thinking and Responsible Sexuality (STARS) Program; and

**WHEREAS,** the Juvenile Department requests approval of the Youth Services Advisory Board (YSAB) Juror Fund recommendation for Fiscal year 2018; and

**WHEREAS,** this grant of \$1,000.00 will enable the Successful Thinking and Responsible Sexuality (STARS) program to offer incentives, project supplies and composition journals to its residents, in an effort to assist in and improve their experience with the treatment process. The journals will serve as a tool for expressive thoughts and the supplies will aid in art-related therapies. Finally, incentives will encourage residents to participate in therapy and to maintain positive behaviors; and

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

**WHEREAS,** all initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). Total amount of funds to be allocated for fiscal year 2018 will be \$327,127.01. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

**WHEREAS,** all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes for the funded program/service; and

**WHEREAS,** this program will take place during fiscal year 2018.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Youth Services Advisory Board's recommendation for a juror fund allocation in the amount of \$1,000.00.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**M.**





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Juvenile Processing Offices – Cedar Hill Marshal's Office, Cockrell Hill Police Department, Dallas County Hospital District Police Department, Mesquite Police Department and Methodist Health System Police Department

**Background of the Issue:**

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

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

**Impact on Operations and Maintenance:**

***Cedar Hill Marshal's Office***

The City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 was previously designated as an approved Juvenile Processing Office on October 26, 2015 by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the City of Cedar Hill Marshal's Office Jury Room 7108 was personally inspected by Roger Taylor, Manager of Probation Services, on October 25, 2017, and he determined this site is suitable as a Juvenile Processing Office.

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

In calendar year 2016, the City of Cedar Hill Marshal's Office did not refer any juveniles to the Dallas County Juvenile Department.

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

### ***Cockrell Hill Police Department***

The Cockrell Hill Police Department's Juvenile Interview Room and Sergeant's office located at 4125 W. Clarendon Drive, Dallas, TX 75211 were previously designated as approved Juvenile Processing Offices on November 23, 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 Cockrell Hill Police Department Sergeant's office labeled "Juvenile Processing Room" was personally inspected by Roger Taylor, Manager of Probation Services, on October 25, 2017, and he determined this site is suitable as a Juvenile Processing Office.

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

In calendar year 2016, the Cockrell Hill Police Department did not refer any juveniles to the Dallas County Juvenile Department.

### ***Dallas County Hospital District Police Department***

The Dallas County Hospital District Police Department maintains Juvenile Processing Offices, Interview Room 01-910 and Observation Room 01-911 located at 5223 Texoak Avenue, Dallas, Texas 75235. The rooms were previously designated as approved Juvenile Processing Offices on November 23, 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 Dallas County Hospital District Police Department's Juvenile Processing Offices located at 5223 Texoak Avenue, Dallas, Texas 75235 were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on October 11, 2017. These 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, Captain Richard Roebuck Jr., during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code §52.025, the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office, and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative, and a copy will be maintained by the Juvenile Department.

In calendar year 2016, the Dallas County Hospital District Police Department referred 2 juveniles to the Dallas County Juvenile Department. Of the 2 referrals, 1 (50%) was Black and 1 (50%) was Hispanic. Of the 2 referrals, 2 (100%) were male.

### ***Mesquite Police Department***

The Mesquite Police Department maintains Juvenile Processing Offices, Rooms 1016, 1019, 1021, 1022, 2008, 4045, and 4047, located at 777 N. Galloway Ave., Mesquite, Texas 75149. The rooms were previously designated as approved Juvenile Processing Offices on November 23, 2015, by this Department and the Dallas County Juvenile Board.

The Mesquite Police Department has also requested to modify their previously designated Juvenile Processing Offices by adding Rooms 4023 and 4024 as Juvenile Processing Offices at the same location.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Mesquite Police Department's Juvenile Processing Offices were personally inspected by Leah Probst, Pre-Adjudication Manager, on October 30, 2017. The site was determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage.

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

In calendar year 2016, the Mesquite Police Department referred 360 juveniles to the Dallas County Juvenile Department. Of the 360 referrals, 175 (48.6%) were Black, 138 (38.3%) were Hispanic, 44 (12.2%) were White, 2 (0.6%) were Asian or Pacific Islander, and 1 (0.3%) was American Indian or Alaskan Native. Of the 360 referrals, 254 (70.6%) were male and 106 (29.4%) were female.

### ***Methodist Health System Police Department - Charlton Methodist Hospital***

The Methodist Health System Police Department - Charlton Methodist Hospital Juvenile Processing Office located at 3500 W. Wheatland Road, Dallas, TX 75203 was previously designated as an approved Juvenile Processing Office on November 23, 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 Methodist Health System Police Department-Charlton Methodist Hospital Juvenile Processing Office was personally inspected by Roger Taylor, Manager of Probation Services, on October 31, 2017, and he determined this site remains suitable as a Juvenile Processing Office. The designated room is clearly identified with affixed signage labeled as a Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Sgt. Deon Simmons, 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.

***Methodist Health System Police Department - Methodist Dallas Medical Center***

The Methodist Health System Police Department - Methodist Dallas Medical Center maintains a Juvenile Processing Office located in the front lobby of its office on the premises, located at 1411 N. Beckley Ave., Dallas, Texas, 75203. The area was previously designated as an approved Juvenile Processing Office on November 28, 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 Methodist Health System Police Department - Methodist Dallas Medical Center Juvenile Processing Office was personally inspected by Roger Taylor, Manager of Probation Services, on October 31, 2017, and he determined this site remains suitable as a Juvenile Processing Office. The designated room is clearly identified with affixed signage labeled as a Juvenile Processing Office.

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

In calendar year 2016, the Methodist Health System Police Department did not refer any juveniles to the Dallas County Juvenile Department.

**Strategic Plan Compliance:**

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*, 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 recertification of the Juvenile Processing Office/s for:

- (1) City of Cedar Hill Marshal's Office Jury Room 7108, 285 Uptown Blvd. 100, Cedar Hill, TX 75104
- (2) Cockrell Hill Police Department, 4125 W. Clarendon Drive, Dallas, TX 75211
- (3) Interview Room 01-910 and Observation Room 01-911, for the Dallas County Hospital District Police Department, 5223 Texoak Avenue, Dallas, Texas 75235
- (4) Rooms 1019, 1021, 1022, 2008, 4023, 4024, 4045, and 4047 for the Mesquite Police Department, 777 N. Galloway Ave., Mesquite, Texas 75149
- (5) Methodist Health System Police Department - Charlton Methodist Hospital Juvenile Processing Office, 3500 W. Wheatland Road, Dallas, TX 75203
- (6) Methodist Health System Police Department - Methodist Dallas Medical Center, front lobby of its office on the premises, 1411 N. Beckley Ave., Dallas, Texas, 75203

**Recommended by:**

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



**JUVENILE PROCESSING OFFICE DESIGNATIONS  
DALLAS COUNTY JUVENILE BOARD  
(Revised 11/27/17)**

- |   |  |
|---|--|
| 1) Addison Police Department<br>Juvenile Processing / Briefing Room<br>4799 Airport Parkway<br>Addison, TX 75001 972-450-7120<br>Detention Supervisor, Mr. Michael Meharg   | 7) Cedar Hill Marshal's Office<br>285 Uptown Boulevard, Room 7108<br>Cedar Hill, TX 75014<br>Chief Leland Herron 972 291-1500 Ext.1048   |
| 2) Barbara Bush Middle School<br>room #D103 labeled as "Certified Juvenile Processing Center"<br>515 Cowboy Parkway<br>Irving, TX 75063<br>Lt. Justin Essary ( <a href="mailto:jessary@dcschools.com">jessary@dcschools.com</a> )<br>972-915-6429 | 8) Charlton Methodist Medical Center<br>3500 W. Wheatland-Juvenile Processing Office<br>Dallas, TX 75203<br>Sgt. Deon Simmons 214-947-7705   |
| 3) Balch Springs Police Department<br>Room #1 Juvenile Room and Interview Room<br>12500 Elam Road<br>Balch Springs, TX 75180<br>Sgt. Walts 972-557-6036 Cell 469-853-3958   | 9) City of Combine Municipal Court &<br>Combine Police Department<br>Chief's Office #101 & Judge's Office #102<br>123 Davis Rd. Combine, TX 75159<br>Chief of Police Jack Gilbert<br>972-476-8790 (office) / 214-212-5103 (cell) |
| 4) Baylor Health Care Dept. of Public Safety<br>Police Supervisors Room, Room 100.10-100.13<br>4005 Crutcher Street, Ste 100<br>Dallas, TX 75246 214-820-6193<br>Asst. Chief Jesse Gomez/Det. Marlena Colvin                                      | 10) Cockrell Hill Police Department<br>Juvenile Processing Office<br>4125 W. Clarendon Drive<br>Dallas, TX 75211<br>Lt. Heraldo Hinojosa 214-939-4141  |
| 5) Carrollton Police Department<br>Rooms 157-JPO1,138-JPO2<br>137-JPO3,136-JPO4, 135-JPO5<br>2025 Jackson Road<br>Carrollton, TX 75006<br>Sgt. Sheldon Blackwell 972-466-4328   | 11) Coppell Police Department<br>Room 125/ Juvenile Processing Room<br>130 S. Town Center Blvd.<br>Coppell, TX 75019<br>Sgt. Bill Camp 972-304-3593  |
| 6) Cedar Hill ISD Police Department<br>Briefing/Training Office<br>Door 5A entrance, Room 1 & 2<br>504 E. Beltline Rd.<br>Cedar Hill, TX 75104<br>Lt. Eddie Thompson 469-272-2088   | 12) Dallas County Community College Police<br>Department / Room N112E<br>Eastfield College – Main Campus<br>3737 Motley Dr.<br>Mesquite, Texas 75150<br>Commander Michael Horak 972-860-8344                                     |

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

**214-698-2200 Office**

- 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.  
Interview Room 01-910  
Observation Room 01-911  
5223 Texoak Ave., Dallas, TX 75235  
Capt. Richard D. Roebuck Jr. 469-419-0533
- 16) Dallas County Juvenile Department  
Detention Center Room B109  
Henry Wade Juvenile Justice Department  
2600 Lone Star Drive  
Dallas, TX 75212 214-698-2200
- 17) Dallas County Schools Police Department  
Juvenile Processing Room  
8035 E. R.L. Thornton Freeway, suite 111  
Dallas, TX 75228  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 18) Dallas County Sheriff's Department  
Rooms C3-6 & C3-7  
Frank Crowley Courts Building  
133 North Riverfront Blvd.  
Dallas, TX 75202  
Detective Billy Fetter 214-653-3495
- 19) Dallas Independent School District P.D.  
Holding Rooms A&B, Report Room, Shift  
Briefing Room  
1402 Seegar Street Dallas, TX 75215  
Deputy Chief Gary Hodges (by  
Communications Manager Wilford Davis)  
214-932-5610 or 214-932-5613
- 20) Dallas P.D.- Specialized Investigations  
Division – Operations Unit  
1400 S. Lamar St.  
Dallas, TX 75215  
Lt. Michael Woodbury/Detective R.P. Dukes  
214-671-4250/214-671-4255
- 21) Desoto P.D.  
"Juvenile" Booking and Processing Office  
714 E. Beltline Rd.  
Desoto, TX 75115  
Det. W. Tillman 469-658-3028
- 22) DFW Airport Department of Public Safety  
CID Conference Room, CID Interview Room 1,  
and Patrol Conference Room  
2900 East 28<sup>th</sup> Street  
Airport, TX 75261  
Sgt. Kara Cooper 972-973-3561

- 23) Duncanville ISD - Byrd Middle School  
"Juvenile Processing Center" Room # 200F  
1040 W. Wheatland Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 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](mailto:jessary@dcschools.com))  
972-915-6429
- 25) Duncanville Kennemer Middle School  
Room labeled as "Juvenile Processing Center"  
7101 W. Wheatland Road  
Dallas, TX 75249  
Lt. Justin Essary ([jessary@dcschools.com](mailto:jessary@dcschools.com))  
972-915-6429
- 26) Duncanville Police Department  
Juvenile Processing Room, located in Lobby  
203 E. Wheatland Road  
Duncanville, TX 75116  
Det. Kalef Jefferson 972-780-5037
- 27) Duncanville ISD - Reed Middle School  
"Juvenile Processing Center" Room # 115  
530 E. Freeman Road  
Duncanville, TX 75116  
Lt. Justin Essary 972-915-6429
- 28) Farmers Branch Police Department  
Juvenile Sect Rm. /Rm. 156  
Interview Room 204  
3723 Valley View Ln.  
Farmers Branch, TX 75244  
Sgt. T. Eoff 972-919-9352
- 29) Garland Police Department  
Room J1008 & J1015  
1900 W. State Street  
Garland, TX 75042  
Supervisor Don McDonald 972-485-4891
- 30) Glenn Heights Police Department  
Patrol- Squad Rm & CID Office  
550 E. Bear Creek  
Glenn Heights, TX 75154  
Det. Gene Yates 972-223-1690x248  
[Gene.yates@glennheightstx.gov](mailto:Gene.yates@glennheightstx.gov)
- 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
- 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
- 33) Grand Prairie High School  
Room 501  
101 High School Drive  
Grand Prairie, TX 75050  
Off. Edward Rahman 972-809-5707
- 34) Grand Prairie Johnson D.A.E.P.  
Room 16  
650 Stonewall Drive  
Grand Prairie, TX 75052  
Off. Louis Whittington 972-522-7007

- 35) Grand Prairie P.D.  
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010  
& 1029  
1525 Arkansas Lane  
Grand Prairie, TX 750502  
Manager Teresa Coomes 972-237-8746
- 36) Grand Prairie Young Men's Leadership  
Academy at Kennedy MS, Room B102  
2205 SE 4<sup>th</sup> Street  
Off. Adrian Gilmore 972-522-3688
- 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
- 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
- 39) Hutchins Police Department  
Patrol/Briefing Room  
205 W. Hickman  
Hutchins, TX 75141  
Sgt. Frank Garcia 972-225-2225
- 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
- 41) Irving Police Department  
Report Writing Room  
5992 Riverside Dr.  
Irving, TX 75039  
Lt. Christopher Summers 972-721-2456
- 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
- 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
- 44) Lancaster P.D.  
Rooms A148 & B122  
1650 North Dallas Avenue  
Lancaster, TX 75134  
CID Sergeant Erick Alexander 972-218-2739
- 45) Methodist Health System P.D.  
Front Lobby  
1441 N. Beckley Ave  
Dallas, TX 75203  
PO Kevlin Quilens 214-947-8899
- 46) Mesquite Police Department  
Rooms 1016, 1019, 1021, 1022, 2008, 4023,  
4024, 4045, & 4047  
777 North Galloway Avenue  
Mesquite, TX 75149  
Lt. Michael Kelly 972-216-6796

- 47) Ranch View High School  
"Juvenile Processing Office" room C1314  
8401 Valley Ranch Parkway East  
Irving, Texas 75063  
Michael Huffman 972-968-5025
- 48) Richardson P.D.  
Youth Crimes Unit/Rooms D-207, D208 & D211  
140 North Greenville Avenue  
Richardson, TX 75081  
Sgt. Jaime Gerhart 972-744-4862
- 49) Rowlett Police Department  
Room 3, Juvenile Processing Room  
4401 Rowlett Road  
Rowlett, TX 75088  
Lt. David Nabors 972-412-6215  
Detective David Mayne 972-412-6292
- 50) Sachse Police Department  
Juvenile Division & Youth Holding Area  
Rooms PS116 and PS118  
3815 Sachse Rd.  
Sachse, TX 75048  
Lt. Steve Norris 469-429-9823
- 51) Seagoville Police Department  
Law Enforcement Center -  
Interview Room and Patrol Room  
600 North Highway 175  
Seagoville, TX 75159  
Manager Christine Dykes 972-287-6834
- 52) Southern Methodist University Police Dept.  
Briefing Room 214  
3128 Dyer Street Dallas, TX 75205  
Lt. Brian Kelly 214-768-1577
- 53) University Park P.D.  
Room 215, 2<sup>nd</sup> 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:** November 27, 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 27th day of November, 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 City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 was previously designated as approved Juvenile Processing Offices on October 26, 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 City of Cedar Hill Marshal's Office Jury Room 7108 was personally inspected by Roger Taylor, Manager of Probation Services on October 25, 2017, and has determined this site is suitable as a Juvenile Processing Office; 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, Chief Leland Herron 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 City of Cedar Hill Marshal's Office did not refer any juveniles to the Dallas County Juvenile Department; 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 City of Cedar Hill Marshal's Office Jury Room 7108 located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104 and approving Jury Room 7108 as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: November 27, 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 27th day of November, 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 Cockrell Hill Police Department's Juvenile Interview Room and Sergeant's office located at 4125 W. Clarendon Drive, Dallas, TX 75211 were previously designated as approved Juvenile Processing Offices on November 23, 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 Cockrell Hill Police Department Juvenile Processing Room and Sergeant's was personally inspected by Roger Taylor, Manager of Probation Services on October 25, 2017, and he determined this site remains suitable as a Juvenile Processing Office; 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, Lt. Herald Hinojosa, 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 Cockrell Hill Police Department did not refer any juveniles to the Dallas County Juvenile Department; 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 Office for the Cockrell Hill Police Department located at 4125 W. Clarendon Drive, Dallas, TX 75211, by approving the Juvenile Processing Room and Sergeant's office as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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:** November 27, 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 27th day of November 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

**WHEREAS,** the Juvenile Board of Dallas County previously approved Juvenile Processing sites for the Dallas County Hospital District Police Department; and

**WHEREAS,** the Dallas County Hospital District Police Department maintains Juvenile Processing Offices: Interview Room 01-910 and Observation Room 01-911 located at 5223 Texoak Avenue, Dallas, Texas 75235. The rooms were previously designated as approved Juvenile Processing Offices on November 23, 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 Dallas County Hospital District Police Department's Juvenile Processing Offices located at 5223 Texoak Avenue, Dallas, Texas 75235, were personally inspected by Rudy Acosta, Deputy Director of Probation Services, on October 11, 2017. These sites were determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage; and

**WHEREAS,** the Dallas County Hospital District 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 Dallas County Hospital District Police Department, Interview Room 01-910 and Observation Room 01-911 located at 5223 Texoak Avenue, Dallas, TX 75235.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX

**DATE:** November 27, 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 27th day of November 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 Mesquite Police Department; and

**WHEREAS,** the Mesquite Police Department maintains Juvenile Processing Offices, Rooms 1016, 1019, 1021, 1022, 2008, 4045, and 4047, located at 777 N. Galloway Ave., Mesquite, Texas 75149. The rooms were previously designated as approved Juvenile Processing Offices on November 23, 2015, by this Department and the Dallas County Juvenile Board; and

**WHEREAS,** the Mesquite Police Department has also requested to modify their previously designated Juvenile Processing Offices by adding Rooms 4023 and 4024 as Juvenile Processing Offices at the same location; and

**WHEREAS,** in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Mesquite Police Department's Juvenile Processing Offices were personally inspected by Leah Probst, Pre-Adjudication Manager, on October 30, 2017. The site was determined to be suitable as Juvenile Processing Offices, and the designated rooms were clearly identified with affixed signage; and

**WHEREAS,** the Mesquite 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 Mesquite Police Department, Rooms 1019, 1021, 1022, 2008, 4023, 4024, 4045, and 4047 located at 777 N. Galloway Ave., Mesquite, Texas 75149.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX

**DATE:** November 27, 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 27th 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,** 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 Methodist Health System Police Department-Charlton Methodist Hospital Juvenile Processing Office located at 3500 W. Wheatland Road, Dallas, TX 75203 was previously designated as an approved Juvenile Processing Office on November 23, 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 Methodist Health System Police Department-Charlton Methodist Hospital Juvenile Processing Office was personally inspected by Roger Taylor, Manager of Probation Services on October 31, 2017, and he determined this site remains suitable as a Juvenile Processing Office; the designated room is clearly identified with affixed signage labeled as a Juvenile Processing Room; 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, Sgt. Deon Simmons, 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 Methodist Health System Police Department did not refer any juveniles to the Dallas County Juvenile Department; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board approve the Juvenile Processing Offices for the Methodist Health System Police Department-Charlton Methodist Hospital located at 3500 W. Wheatland Road, Dallas, TX 75203, by approving the Juvenile Processing Office as a designated Processing Office.

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

The foregoing Juvenile Board Order was lawfully moved by \_\_ and seconded by \_\_, and duly adopted by the Juvenile Board on a vote \_\_ for the motion and 0 opposed.

Recommended by:

Approved by:

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

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## N.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Recommendations for New Non-Residential Services Contracts under Request for Proposals No. 2017-019-6643 for FY2018

**Background of Issue:**

The Dallas County Juvenile Department historically contracts with community-based providers for non-residential services. On September 26, 2016, under Juvenile Board Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals soliciting new contract non-residential services for FY2017. Subsequent to that action, on December 12, 2016, Request for Proposals (RFP) No. 2017-19-6643, soliciting proposals for non-residential contract services was released by the Juvenile Department through the Dallas County Purchasing Department.

On May 22, 2017, the Juvenile Board was briefed on the outcome of the process for RFP No. 2017-019-6643. During that meeting, the Board approved the RFP process/outcome, the Department's recommendations for contract award to existing contract service providers and the Department's intent to present its recommendations for new contracts in a separate process (Order No. 2017-052).

The vetting and contract negotiation processes for the recommended new contractors has been completed. The purpose of this briefing is to request the Juvenile Board's approval to enter into contractual agreements with the seven (7) vendors listed below for new non-residential contract services for FY2018.

#	Vendor	Proposed Service Category
1	Galaxy Counseling Center	Group Counseling
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Detention Alternative Program
3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Group Counseling
4	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Intensive Case Management
5	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Mentoring
6	My Girls, Inc.	Group Counseling
7	Youth Conversion, Inc.	Intensive Case Management

**Impact On Operations And Maintenance:**

The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause which allows for renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements, as determined by the Juvenile Department.

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

Field Probation Officers will refer youth to these programs. Contract Services staff will monitor the programs and evaluate their effectiveness. Financial and programmatic audits will be conducted to insure quality programming.

**Strategic Plan Compliance:**

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

**Legal Information:**

**Non-Residential Services Contract**

The contract document was drafted by Contract Services using standard language for Dallas County contracts approved by Dallas County Purchasing. The contract document was approved by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form by Assistant District Attorney, Mr. Chong Choe. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contracts. The contract documents have been signed by the vendors and are included in the brief as Attachment One.

**Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy**

In accordance with House Bill 1295 and as required by Dallas County's RFP process, each of the vendors being recommended for contract award has executed a Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy form. Attachment Two includes a copy of each vendor's documentation.

**Financial Impact / Considerations:**

The new non-residential services contracts will be funded from the Department's general budget (5110), and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to award non-residential services contracts under RFP No. 2017-019-6643 to the service providers listed above for utilization during FY2018 and that the Chairman of the Juvenile Board be authorized to sign the contract documents on behalf of the Dallas County Juvenile Board.

Recommended by:

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

## JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: November 27, 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 27th day of November, 2017 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth and families that we serve; and
- WHEREAS,** on September 26, 2016, under Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals for new FY2017 non-residential services contracts; and
- WHEREAS,** subsequent to that action, the Juvenile Department released RFP # 2017-019-6643 for solicitation of non-residential contract services, on December 12, 2016, through the Dallas County Purchasing Department; and
- WHEREAS,** on May 22, 2017, the Juvenile Board was briefed on the outcome of the process for RFP No. 2017-019-6643; During that meeting, the Board approved the RFP process/outcome, the Department's recommendations for contract award to existing contract service providers and the Department's intent to present its recommendations for new contracts in a separate process (Order No. 2017-052); and
- WHEREAS,** the seven (7) proposals for new non-residential t services (listed below) are recommended for contract award and utilization during FY2018; and

#	Vendors	Proposed Service Category
1	Galaxy Counseling Center	Group Counseling
2	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Detention Alternative Program
3	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Group Counseling
4	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Intensive Case Management
5	K16 Ready Society, Inc., DBA: Texas Initiative Program Services	Mentoring
6	My Girls, Inc.	Group Counseling
7	Youth Conversion, Inc.	Intensive Case Management



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

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Juvenile Department's recommendation to award non-residential services contracts to the service providers listed above under RFP No. 2017-019-6643 for utilization during FY2018.

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

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## 0.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Recommendations for New Residential Services Contracts under Request for Proposals No. 2017-018-6642 for FY2018

**Background of Issue:**

The Dallas County Juvenile Department historically contracts with community-based providers for residential services. On September 26, 2016, under Juvenile Board Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals soliciting new residential services contracts for FY2017. Subsequent to that action, on December 12, 2016, Request for Proposals (RFP) No. 2017-18-6642, was released by the Juvenile Department through the Dallas County Purchasing Department.

On May 22, 2017, the Juvenile Board was briefed on the outcome of the process for RFP No. 2017-018-6642. During that meeting, the Board approved the RFP process/outcome, the Department's recommendations for contract award to existing contract service providers and the Department's intent to present its recommendations for new contract awards to the vendors listed below, in a separate process (Order No. 2017-051).

#	Vendors	Proposed Service Category
1	Unity Children's Home	Residential Treatment Center
2	Woodward Youth Corp, DBA: Woodward Academy	Residential Treatment Center
3	Woodward Youth Corp, DBA: Forest Ridge Youth Services	Residential Treatment Center

The Juvenile Department is in the final stages of the vetting process, which involves a site visit to each of the proposed facilities. The site review process will be completed on or about November 10, 2017. It should be noted that the recommendations for contract award are contingent upon favorable outcomes of the site visits.

The purpose of this briefing is to request the Juvenile Board's approval to enter into contractual agreements with the three (3) vendors listed above as new residential treatment options for FY2018.

**Impact On Operations And Maintenance:**

The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause which allows for renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements, as determined by the Juvenile Department.

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

The Juvenile District Courts will order youth to these programs. Contract Services staff will monitor the programs and evaluate their effectiveness. Financial and programmatic audits will be conducted to insure quality programming.

**Strategic Plan Compliance:**

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

**Legal Information:**

**Residential Services Contract**

The contract document was drafted by Contract Services using standard language for Dallas County contracts approved by Dallas County Purchasing. The contract document was approved by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers and approved as to its form by Assistant District Attorney, Mr. Chong Choe. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contracts.

The contract documents have been signed by the vendors and are included in the brief as Attachment One.

**Certificate of Interested Party (Form 1295) and Title VI Assurance/Compliance Policy**

In accordance with House Bill 1295 and as required by Dallas County's RFP process, each of the vendors being recommended for contract award have executed a Certificate of Interested Party (Form 1295) and a Title VI Assurance/Compliance Policy form. Attachment Two includes a copy of each vendor's documentation.

**Financial Impact / Considerations:**

Residential services contracts will be funded from the Department's general budget (5110), and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to award residential services contracts under RFP No. 2017-018-6642 to the service providers listed above for utilization during FY2018 and that the Chairman of the Juvenile Board be authorized to sign the contract documents on behalf of the Dallas County Juvenile Board.

Recommended by:

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

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX  
**DATE:** November 27, 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 27th day of November, 2017 in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Juvenile Department historically contracts with community-based programs to provide residential services for the youth and families that we serve; and
- WHEREAS,** on September 26, 2016, under Order No. 2016-105, the Juvenile Board authorized the release of a request for proposals for new FY2017 residential services contracts; and
- WHEREAS,** subsequent to that action, the Juvenile Department released RFP No. 2017-018-6642 for solicitation of residential services contracts, on December 12, 2016, through the Dallas County Purchasing Department; and
- WHEREAS,** on May 22, 2017 under Order No. 2017-051, the Juvenile Board approved the RFP No. 2017-018-6642 process/outcome and the Juvenile Department's recommendation to award FY2017 contracts to thirteen (13) existing contractors; and
- WHEREAS,** the three (3) proposals for new residential services contracts (listed below) are recommended for contract award and utilization as residential treatment options during FY2018; and

#	Vendors	Proposed Service Category
1	Unity Children's Home	Residential Treatment Center
2	Woodward Youth Corp, DBA: Woodward Academy	Residential Treatment Center
3	Woodward Youth Corp, DBA: Forest Ridge Youth Services	Residential Treatment Center

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



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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the Juvenile Department's recommendation to award residential services contracts to the service providers listed above, under RFP No. 2017-018-6642 for FY2018.

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

**DONE IN OPEN BOARD MEETING** this 27th day of November, 2017.

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

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





# ACTION ITEM

## P.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Amendment to the Victoria County Contract for FY2018: Amendment No. 1

**Background of Issue:**

The Dallas County Juvenile Department entered into a contractual agreement with Victoria County in FY 2008 for use of the Victoria Regional Juvenile Justice Center (VRJJC), Post-Adjudication Program as a residential placement option. The Juvenile Department utilizes the Victoria County facility for difficult to place youth who have been unsuccessful in several previous placements, youth who exhibit aggressive behaviors, and youth who have an extensive run away history.

The Juvenile Board approved the Juvenile Department's request to renew the contract with Victoria County on July 24, 2017 (Order No. 2017-075). Subsequent to that action, the following developments occurred, which require the contract agreement with Victoria County to be amended:

1. Victoria County's per diem rate for the Specialized Female Pregnant Offender Program was adjusted to \$225.00, an 11% increase over the current rate of \$200.00, per day. Thus, Article VII. Compensation of the contract will be revised accordingly.
2. The Texas Juvenile Justice Department's (TJJD) standards for secure facilities were revised to eliminate the requirement for written individualized treatment/case plans, effective January 1, 2017. Thus, Paragraphs E., F., and G. of Article III. Services will be excluded from the contract.
3. Victoria County is not a child-placing agency and does not place residents in foster homes. Thus, Paragraphs M. of Article III. Services, is not applicable and will be excluded from the contract.
4. HB 89 Anti-Boycott, Divestment, Sanctions (BDS) became effective on September 1, 2017. The contract is being amended to include appropriate verbiage in Article XIV. Texas Law to Apply.

The purpose of this briefing is to request the Juvenile Board's approval to amend the contract with Victoria County to address the issues listed above.

**Impact on Operations and Maintenance:**

The Juvenile Department does not anticipate an impact on operations and maintenance as a result of this action. Contract Services will continue to administer and monitor the contracts.

**Strategic Plan Compliance:**

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

**Legal Impact:**

The contract amendment document was developed by the Juvenile Department's Contract Services division. The document was reviewed and approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The contract amendment will require the signatures of the Chairman of the Juvenile Board and of the Dallas County Judge. The contract amendment document is included as Attachment One.

**Financial Impact/Considerations:**

If approved, the rate structure will be adjusted to reflect the new per diem rate of \$225.00 for the Specialized Female Pregnant Offender Program (Post Adjudication, Specialized Level).

Funding for this program will come from the Juvenile Department's 5110 budget and by grants provided by the Texas Juvenile Justice Department and the Texas Office of the Governor, Criminal Justice Division.

**Performance Measures Impact:**

The Juvenile Department does not anticipate an impact on performance measures as a result of this action. Contract Services will continue to administer and monitor the contract. Contract Services staff will also evaluate the provider's ability to achieve the set performance goals and objectives.

**Project Schedule/Implementation:**

The term of the contract shall run from September 1, 2017, until August 31, 2018.

**Minority/Women-Owned Business Enterprise:**

Not applicable to this agreement.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to amend the residential services contract with Victoria County to address the issues detailed above.

**Recommended by:**

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

**CONTRACT AMENDMENT NO. 1**

**TO THE CONTRACT FOR RESIDENTIAL SERVICES**

**BETWEEN**

**DALLAS COUNTY JUVENILE DEPARTMENT,  
("JUVENILE DEPARTMENT")**

**AND**

**VICTORIA COUNTY JUVENILE BOARD  
VICTORIA COUNTY JUVENILE JUSTICE CENTER  
Residential Services**

**WHEREAS**, pursuant to the Dallas County Commissioners Court Order No: 2017-1066, dated August 15, 2017, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing residential treatment services to juvenile offenders under the Juvenile Department's jurisdiction.

**NOW THEREFORE**, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Articles, Sections and Paragraphs described below:

**I. PURPOSE**

Contract Amendment No. 1 amends the Original Contract to:

1. Exclude paragraphs no longer applicable to service delivery;
2. Reflect the new per diem rate of \$225.00 for services to pregnant females in the Specialized Female Pregnant Offender Program; and
3. Include language related to House Bill 89 (Anti-Boycott, Divestment, Sanctions)

**II. EFFECT OF AMENDMENT**

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No: 2017-1066 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

**III. AMENDED PROVISIONS**

ARTICLE III SERVICES

Section 3.02, Paragraphs E., F., G., and M. are excluded from the contract.

ARTICLE V  
COMPENSATION

Section 5.01, is revised to reflect the new per diem rate of \$225.00 for the Specialized Female Pregnant Offender Program. The paragraph shall read as follows:

For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **\$115.00** per day for each child whether male or female, admitted under "Moderate" Level of Care, **\$162.30** per day for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Specialized Female Pregnant Offender Program is recognized as a Specialized Treatment program and payment shall be at **\$225.00** per day. **Payment is due within 30 days of receipt of billing and shall be mailed to:**

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

**ARTICLE XIV  
TEXAS LAW TO APPLY**

The following paragraph shall be included as Section 19.02:

Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

**IV. ACCEPTANCES**

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

**IN WITNESS WHEREOF, we here unto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

**Dallas County Juvenile Department**

**Victoria County Juvenile Justice Center**

\_\_\_\_\_  
Clay Jenkins, Dallas County Judge

\_\_\_\_\_  
Ben Zeller, Victoria County Judge

\_\_\_\_\_  
Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board

\_\_\_\_\_  
Eli Garza, Chairman  
Victoria County Juvenile Board



**RECOMMENDED BY:**

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

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Pama Hencerling  
Chief Probation Officer  
Victoria County Juvenile Department

**APPROVED BY:**

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

**JUVENILE BOARD ORDER**

**ORDER NO:** 2017-XXX

**DATE:** November 27, 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 27<sup>th</sup> day of November, 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 Victoria County contract allows the Juvenile Department to refer youth to Victoria County's Victoria Regional Juvenile Justice Center (VRJC) Post-Adjudication Program in Victoria, Texas for residential treatment; and

**WHEREAS,** the contract with Victoria County will be amended as indicated below;

1. Article III Services
  - a. Exclusion of Paragraphs E, F, G and M which are no longer applicable to service delivery
2. Article V Compensation
  - a. The rate structure will be adjusted to reflect the new per diem rate of \$225.00 for the Specialized Female Pregnant Offender Program (Post Adjudication- Specialized Level); and
3. Article XIV Texas Law to Apply
  - a. Inclusion of language related to House Bill 89 (Anti-Boycott, Divestment, Sanctions) as Section 19.02; and

**WHEREAS,** funding will be provided by the Juvenile Department's 5110 budget and by grants provided by the TJJD and the Texas Office of the Governor, Criminal Justice Division; and

**WHEREAS,** the contract term is from September 1, 2017, through August 31, 2018; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board of Dallas County approves the Dallas County Juvenile Department's request to amend the residential services contractual agreement with Victoria County as detailed above.

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

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 2017.

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

Recommended by:

Approved by:

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

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

## Q.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** New Contracted Non-Residential and Residential Placement Rates

**Background of Issue:**

The Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for standard non-residential and residential treatment services, which invoice at contracted daily rates. Under the new Requests for Proposals (RFP's) 2017-018-6642 and 2017-019-6643, rates for new and current providers were re-evaluated to meet increased operational expenses required to provide services for our youth and attract quality vendors during this RFP process.

The purpose of this briefing is to request approval to accept new contracted rates determined by State and Local standards.

**Impact on Operations and Maintenance:**

**Non-Residential:**

Through the RFP process, four vendors were approved for new contracts with Dallas County Juvenile Department: K16 Ready Society, INC. DBA Texas Initiative Program (TIPS), MY GIRLS, Youth Conversation, and Galaxy Counseling Center. The estimated impact to the budget is anticipated to be a total of \$2,500,000 for the fiscal year.

**Residential Placement:**

Through the RFP process, three vendors were approved for new contracts with Dallas County Juvenile Department: Unity Children's Home, Woodward Academy DBA Woodward Academy, and Woodward Youth DBA Forest Ridge Youth Services. The estimated impact to the budget is anticipated to increase to \$3,000,000 for the fiscal year due to new contract rates increasing to the approved State rates (see page 2).

**Strategic Plan Compliance:**

This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources.



**Legal Information:**

There is no legal impact as a result of these rate changes.

**Financial Impact/Considerations:**

New rates will begin with the final approval of the Juvenile Board court order. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Non-residential contracted rates:

<b>Provider</b>	<b>Contracted Services</b>	<b>Pending Contract Rate FY'2018</b>
K-16 Ready Society DBA TIPS.	Detention Alternative Program	<u>Counseling Sessions:</u> \$50.00/per 60 min. session/3 sessions weekly or \$75.00/ 90 minute sessions/ 2 sessions weekly <u>Case Management:</u> \$50.00/per youth/per 60 min. session/As needed, with approval of Contract Services
K-16 Ready Society DBA TIPS.	Group Counseling	<u>Group Counseling :</u> \$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.
K-16 Ready Society DBA TIPS.	Intensive Case Management	<u>Regular:</u> \$37.00/per youth/per hour (max: 10 hours weekly). <u>Intensive:</u> \$37.00/per youth/per hour (max: 15 hours weekly).
K-16 Ready Society DBA TIPS.	Mentoring	<u>Individual Sessions:</u> \$75.00/per youth/per 2 hour session/ 1 per month <u>Assessment:</u> \$75.00/per youth/per 2 hour session/ 1, at admission. <u>Group Sessions:</u> \$30.00/per youth/per hour (Max: 10 hours weekly)
GALAXY COUNSELING CENTER	Group Counseling	\$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.
MY GIRLS, INC	Group Counseling	\$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.

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

Youth Conversion, INC.	Intensive	<u>Regular:</u>
	Case Management	<u>Intensive:</u>
		\$37.00/per youth/per hour (max: 10 hours weekly).
		\$37.00/per youth/per hour (max: 15 hours weekly).

**Contracted Residential Placement Rates:**

Based on placement numbers from fiscal year 2015, it is estimated that the financial impact on placement expenditures with the rate increase will be \$3,000,000. It is not anticipated that Department will expend the full \$3,000,000; however due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations. Current Title IV-E rate will remain active on each contract unless changes are required by TJJD.

New rate request are as follows:

Provider	Moderate	Specialized	Intensive
Unity Children's Home	N/A	\$162.30	N/A
Woodward Academy DBA Woodward Academy	N/A	\$162.30	N/A
Woodward Youth DBA Forest Ridge Youth Services	N/A	\$162.30	N/A

**Performance Impact Measures:**

The Budget Services Unit will continue to administer and monitor grant and general funds. Contract Services will continue to monitor residential and non-residential vendor performance and contract compliance.

**Project Schedule/Implementation:**

These rates will remain in effect until rate structures are amended by the State and/or service contract terms expire. Non- Residential rate can only be amended through a new contract.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the Non-Residential and Contracted Residential Placement Contract Rates.

**Recommended by:**

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

## JUVENILE BOARD ORDER

**ORDER NO:** 2017-XXX

**DATE:** November 27, 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 27<sup>th</sup> 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,** the Dallas County Juvenile Department (DCJD) historically contracts with community-based providers for non-residential and residential treatment services, which invoice at contracted daily rates. Under the new Requests for Proposals (RFP's) 2017-018-6642 and 2017-019-6643, rates for new and current providers were re-evaluated to meet increased operational expenses required to provide services for our youth and attract quality vendors during this RFP process.; and

**WHEREAS,** Non-Residential:

Through the RFP process, four vendors were approved for new contracts with Dallas County Juvenile Department: K16 Ready Society, INC. DBA Texas Initiative Program (TIPS), MY GIRLS, Youth Conversation, and Galaxy Counseling Center. The estimated impact to the budget is anticipated to be a total of \$2,5000,000 for the fiscal year.; and

**WHEREAS,** Residential Placement:

Through the RFP process, three vendors were approved for new contracts with Dallas County Juvenile Department: Unity Children's Home, Woodward Academy DBA Woodward Academy, and Woodward Youth DBA Forest Ridge Youth Services. The estimated impact to the budget is anticipated to increase to \$3,000,000 for the fiscal year due to new contract rates increasing to the approved State rates; and

**WHEREAS,** New rates will began with the final approval of the Juvenile Board court order. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Provider	Contracted Services	Pending Contract Rate FY'2018
K-16 Ready Society DBA TIPS.	Detention Alternative Program	<u>Counseling Sessions:</u> \$50.00/per 60 min. session/3 sessions weekly or \$75.00/ 90 minute sessions/ 2 sessions weekly <u>Case Management:</u> \$50.00/per youth/per 60 min. session/As needed, with approval of Contract Services
K-16 Ready Society DBA TIPS.	Group Counseling	<u>Group Counseling :</u> \$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.
K-16 Ready Society DBA TIPS.	Intensive Case Management	<u>Regular:</u> \$37.00/per youth/per hour (max: 10 hours weekly). <u>Intensive:</u> \$37.00/per youth/per hour (max: 15 hours weekly).
K-16 Ready Society DBA TIPS.	Mentoring	<u>Individual Sessions:</u> \$75.00/per youth/per 2 hour session/ 1 per month <u>Assessment:</u> \$75.00/per youth/per 2 hour session/ 1, at admission. <u>Group Sessions:</u> \$30.00/per youth/per hour (Max: 10 hours weekly)
GALAXY COUNSELING CENTER	Group Counseling	\$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.
MY GIRLS, INC	Group Counseling	\$45.00/per youth/per 60 minute group session/1 session weekly. \$67.50/per youth/per 90 minute group session/1 session weekly. \$67.50/per youth/per 90 minute intake, enrollment and assessment sessions/1 per treatment cycle.
Youth Conversion, INC.	Intensive Case Management	<u>Regular:</u> \$37.00/per youth/per hour (max: 10 hours weekly). <u>Intensive:</u> \$37.00/per youth/per hour (max: 15 hours weekly).

;and

**WHEREAS,** Based on placement numbers from fiscal year 2015, it is estimated that the financial impact on placement expenditures with the rate increase will be \$3,000,000. It is not anticipated that the Department will expended the full \$3,000,000; however due to the fluid nature of needed placement, expenditures will be closely monitored to address major fluctuations. Current Title IV-E rate will remain active on each contract unless changes are required by TJJD.

New rate request are as follows:

Provider	Moderate	Specialized	Intensive
Unity Children's Home	N/A	\$162.30	N/A
Woodward Academy DBA Woodward Academy	N/A	\$162.30	N/A
Woodward Youth DBA Forest Ridge Youth Services	N/A	\$162.30	N/A

; and

**WHEREAS,** this request complies with Vision 3: This request complies with Vision 3: Dallas County is safe, secure, and prepared by the effective allocation of juvenile justice resources; and

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Dallas County Juvenile Board approve the Non-Residential and Residential Placement Contract Rates. These rates will remain in effect until rate structures are amended by the State and/or service contract terms expire. Non- Residential rate can only be amended through a new contract.

**DONE IN OPEN BOARD MEETING** this 27th 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

## R.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Dallas County Juvenile Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Gulf Coast Trades Center, Workforce Development Grant Memorandum of Understanding

**Background of Issue:**

Since approximately 1991, the Dallas County Juvenile Department has contracted with Gulf Coast Trades Center (GCTC) for the provision of residential placement services for Dallas County youth involved in the juvenile justice system. Services offered by GCTC include, but are not limited to, vocational skills training, academic preparation, employability skills training, counseling, career development and job development.

On May 22, 2017, under Juvenile Board Order No. 2017-051, the Juvenile Board authorized the FY2018 residential services contract award to GCTC, under Request for Proposals No. 2017-018-6642.

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

The purpose of this briefing is to request the Juvenile Board's approval to continue the MOU between GCTC and the Juvenile Department, which will allow twelve (12) eligible Dallas County youth, in residential placement at GCTC, to participate in the WIOA, Title I, Out of School Youth Program during FY2018.

**Operations Impact:**

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

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

1. Dropout prevention
2. Study skills training
3. Adult mentoring

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

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

#### **Performance Impact:**

A total of fourteen (14) Dallas County youth participated in the WIOA program under the MOU during FY2017. Eleven (11) of the fourteen were new Dallas County enrollees and the remaining three (3) were carry-overs from the previous year.

Of the fourteen (14) participants, three (3) are actively working towards their certification as indicated below.

# Youth	Vocation Class
3	Culinary Arts, includes Food Handlers Certification

Seven (7) youth completed the program and attained the certifications listed below.

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

The remaining four (4) WIOA program participants did not complete their programs due to being unsuccessfully discharged from GCTC. Two (2) of the youth absconded from the facility and two (2) youth failed to adjust at the facility.

GCTC reports a 72 % post-discharge employment/post-secondary education attainment rate for the FY2017 enrollees. The post-discharge attainment outcomes for employment and secondary education are tracked through the contractor's quarterly follow-up contacts with successfully discharged youth.

Regarding the education component of the program, GCTC reports that during the FY2017 report period, two (2) of the participating youth obtained their GED and one (1) youth obtained his high school diploma. In addition, the contractor reports that 73% of the successfully discharged youth enrolled during FY2017 showed grade level gains according to their TABE pre and post-tests results.

#### **Strategic Plan Compliance:**

The current recommendation is consistent with vision 3 of Dallas County's Strategic Plan: *Dallas County is safe, secure, and prepared*, as evidenced by *the coordination of programs and services to reduce crime while*

allocating resources across the County and impacting the lives of youth by empowering them to have greater educational and vocational options.

**Legal Information:**

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

**Financial Impact / Considerations:**

Under the Juvenile Department's current residential services contract with GCTC, the Juvenile Department pays a per diem of \$125.48 for youth in residential placement at the facility. Through the MOU, Workforce Solutions Greater Dallas will pay \$62.74 (50%) of the daily placement cost for twelve (12) Dallas County youth accepted into the grant program at Gulf Coast Trades Center. The Juvenile Department will be responsible for the remaining \$62.74 (50%) of the daily placement cost. Funds are allocated within the Juvenile Department's General Fund and Texas Juvenile Justice Department (TJJD) State Aid Grants. This grant reimbursement rate was effective October 1, 2017.

**Recommendation:**

It is recommended that the Dallas County Juvenile Board approve the request of the Dallas County Juvenile Department to continue the Memorandum of Understanding between the Juvenile Department and Gulf Coast Trades Center, which will allow twelve (12) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2018 and the Chairman of the Juvenile Board be authorized to sign the MOU documents on behalf of the Dallas County Juvenile Board.

**Recommended by:**

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



## MEMORANDUM OF UNDERSTANDING

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

Gulf Coast Trades Center and the Dallas County Juvenile Department have worked together since 2003 with Dallas County Local Workforce Development Board to provide residential vocational training and intensive job placement and retention services to selected youth referred by the DCJD. Gulf Coast Trades Center has been awarded a grant by the Workforce Solutions Greater Dallas for FY2018 year-round youth services.

### RESPONSIBILITIES

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

1. Provide approximately six (6) to nine (9) months of residential vocational training and intensive job placement and retention services to selected youth referred by DCJD department.
2. Utilize the assistance of Dallas County Local Workforce Development Board to provide the agreed upon services to referred youth.
3. Workforce Solutions Greater Dallas will pay \$62.74 of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.
4. The reimbursement rate for the FY2018 will be effective on October 1, 2017.

#### **Dallas County Juvenile Department (DCJD)**

1. Will refer twelve (12) Dallas County youth to be accepted into the program.
2. Will ensure that each of the referred youth meets the admission criteria established for GCTC and the grant.
3. Dallas County will pay the remaining 50% (\$62.74) of the per diem residential placement cost of each Dallas County youth accepted into Gulf Coast Trades Center.

### CONFIDENTIAL DATA AND SCOPE OF USE

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

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

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

### CHOICE OF LAWS AND VENUE

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

### SEVERABILITY

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



**SOVEREIGN IMMUNITY**

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in quadruplicate originals by their duly authorized representatives on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**DALLAS COUNTY JUVENILE BOARD:**

**GULF COAST TRADES CENTER:**

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

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

**RECOMMENDED BY:**

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

**APPROVED AS TO FORM\*:**

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

**JUVENILE BOARD ORDER**

**ORDER NO: 2017-XXX**

**DATE: November 27, 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 27<sup>th</sup> day of November, 2017, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** the Dallas County Juvenile Board was briefed on the Dallas County Juvenile Department's request to continue the Memorandum of Understanding (MOU) between the Juvenile Department and Gulf Coast Trades Center (GCTC) for FY2018; and

**WHEREAS,** the MOU allows for twelve (12) eligible Dallas County youth, in residential placement at GCTC to participate in the Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth program; and

**WHEREAS,** the WIOA, Title I, Out of School Youth program is funded through WIOA grant funds awarded to GCTC by the Workforce Solutions Greater Dallas; and

**WHEREAS,** under the current residential services contract between the Juvenile Department and GCTC, the Juvenile Department pays a per diem rate of \$125.48 for youth court ordered to GCTC; and

**WHEREAS,** the grant awarded to GCTC by the Workforce Solutions Greater Dallas allows GCTC to pay 50% (\$62.74) of the per diem for twelve (12) eligible youth; and

**WHEREAS,** Dallas County is responsible for the remaining 50% (\$62.74) of the per diem; and

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

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Dallas County Juvenile Board approves the request of the Juvenile Department to continue the MOU between the Juvenile Department and Gulf Coast Trades Center to allow Dallas County youth the opportunity to participate in the Workforce Innovation and Opportunity Act, Title I, Out of School Youth program during FY2018.

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

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 2017.

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

Recommended by:

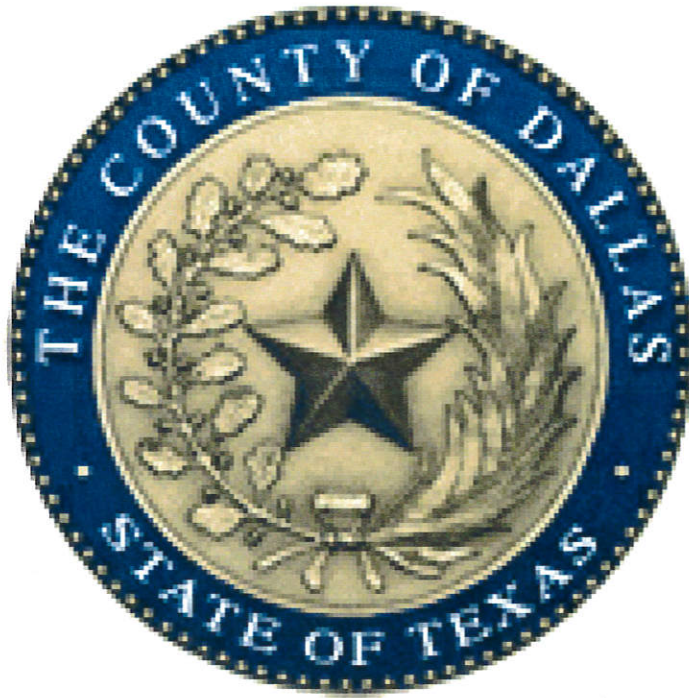
Approved by:

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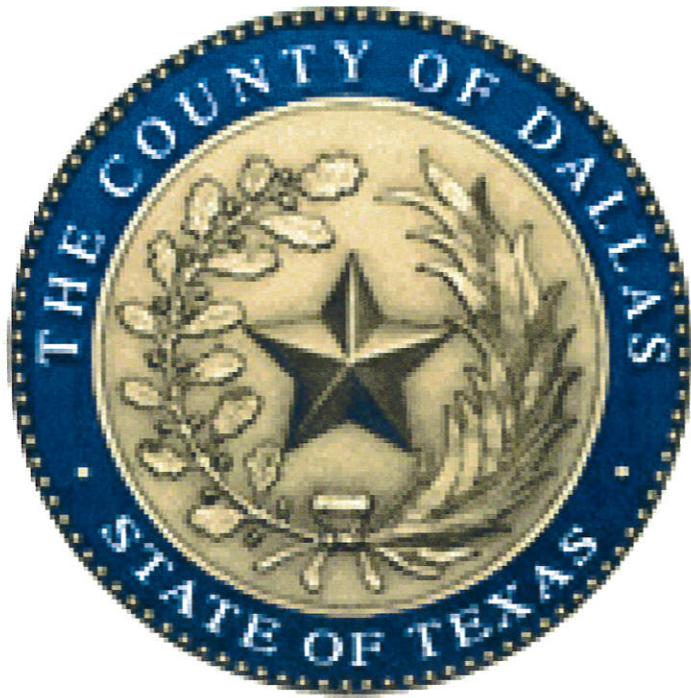
Dr. Terry S. Smith, Director  
Dallas County Juvenile Department

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# DISCUSSION ITEMS VII



# DISCUSSION ITEM S.





## **Academy for Academic Excellence Director's Report October 2017**

On October 3<sup>rd</sup>, all campus administrators attended a training session regarding the law and special education. Additional topics regarding new legislation were discussed.

On October 10<sup>th</sup> our budget team attended Region 10 Education Service Center's training on new financial regulations, processes and reports.

Parent Conference Nights, for all campuses, were held the week of October 16<sup>th</sup>. A Walmart gift card drawing was held at every campus thanks to the funds provided by Youth Services Advisory Board (YSAB).

AAE assisted twenty-four (24) families from the Food Bank and thirteen (13) families from the Clothing Closet.

**ACADEMY FOR ACADEMIC EXCELLENCE**  
**CHARTER SCHOOL REPORT**  
**October 2017**

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

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>289</b>
SPED - Total Students	64
ESL - Total Students	40

**Instruction at a Glance**

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

Every October, schools and organizations across the country join together to put an end to bullying by observing National Bullying Prevention Month. The goal: encourage communities to work together to stop bullying and cyber bullying by increasing awareness of the prevalence and impact of bullying on all children of all ages. Students at the 001 campus participated in a poster contest to promote awareness. In observance of Unity Day, October 25<sup>th</sup>, everyone came together to send one large message of support, hope, and unity to show that we are united against bullying and united for kindness, acceptance and inclusion, by wearing orange.

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

**Student Recognition**

On October 18<sup>th</sup>, the 001 campus held its annual Fall Title I and Parent Teacher Meeting. We had a record number of 30 parents! Parents were able to meet with teachers to discuss student grades and any educational issues or questions.

**DAY REPORTING CENTER - CAMPUS (002):**

**Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>42</b>
SPED - Total Students	03
ESL - Total Students	09

**Instruction at a Glance**

**Reading:** Students are still working on their goals and skills to improve their reading skills. Students completed the "Robinson Crusoe" novel. They learned about the perils of an untamed land.

**Math:** Students are working on "evaluating an equation" using the TI-84 calculator. Geometry classes are studying proofs, lines, parallel lines and angles.

**Science:** Students are studying plants and the plant life in a particular region or period.

**Social Studies:** Students are working on the chronology of historical legal documents beginning with the Magna Carta Document of 1620 that led to the writing of the US Constitution in 1791.

**GED:** GED class currently has 20 students enrolled. Two students have passed all of their tests and will secure their GED certificates.

**Campus Focus:** Teachers are still working on their book study “Motivating Students Who Don’t Care.”

#### **MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**

##### **Latest Campus Enrollment**

<b>Total Enrollment</b>	<b>121</b>
Medlock Students	69
Youth Village Students	47
Youth Village Youth Offenders	05

<b>SPED - Total Students</b>	<b>32</b>
Medlock SPED	18
Medlock 504	00
Youth Village SPED	14
Youth Village 504	00

<b>ESL – Total Students</b>	<b>24</b>
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##### **Instruction at a Glance**

During October, Medlock Youth Village Campus completed activities celebrating Hispanic Heritage Month. Medlock and Youth Village Social Studies teachers have designed TEKS-based lessons celebrating the achievements and contributions of Hispanic Americans in observation of Hispanic Heritage Month. Throughout Hispanic Heritage Month, Medlock Youth Village staff honored the contributions of Hispanic Americans with a host of engaging activities and events that include all content areas, such as a tribute to the Hispanic military leaders and Supreme Court Justice Sonia Sotomayor.

##### **Hispanic Heritage Month**

Youth Village students assisted 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 Youth Village campus beautification project, celebrating all major holidays and cultural recognitions. The halls featured bulletin boards that highlight accomplishments of Hispanic military leaders and posters on countries with predominant Hispanic populations. Medlock Youth Village Campus held a poster contest acknowledging the legacy and contributions of Hispanic Americans.

##### **Dallas Chamber Symphony**

The Dallas Chamber Symphony conducted the last two of a three-part concert series for the students at Youth Village. Students developed an appreciation for various types of music 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 the skills and knowledge they would learn at the subsequent performances. We are looking to continuing this relationship with the Dallas Chamber Symphony in the spring semester pending securing of funding.

##### **Credit Recovery Program**

Medlock Youth Village credit recovery program is well underway and Medlock Youth Village staff are steadily finding ways to assist students in their positive transition back into their traditional educational setting. Currently, over fifty students are participating in the program. Several students have already begun earning credit.

##### **STAAR Preparation**

Medlock Youth Village teachers will begin to use STAAR release test as diagnostic testing on all of the students in order to determine the students’ strengths and weaknesses in preparation for the December STAAR administration.

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

<b>Total Enrollment</b>	<b>28</b>
SPED Total Students	04
ESL Total Students	08

**English:** Students created personal memoirs; each memoir had to be titled, illustrated, and placed in manila cover as binding.

**Career and Technology:** Students learned the difference between an entrepreneur and employee and tested for concept mastery of Microsoft Excel. Students also learned about goal setting.

**Credit Recovery:** A total of five credits were recovered these six weeks.

**Science:** Students discussed different types of matter and how matter moves via conduction in the caramel apple making process. Students also completed a balloon lab using baking soda and vinegar to create a gas used to inflate a balloon.

**Math:** Students worked on Algebra I End of Course (EOC) preparation and created a foldable/graphic organizer to assist in learning.

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

<b>Total Enrollment</b>	<b>30 shelter/15 RTC</b>
SPED Total Students	3 shelter/3 RTC
ESL Total Students	3 shelter/2 RTC
504 Total Students	0 shelter/0 RTC

**Instruction at a Glance**

- EOC/STAAR tutoring is available for students after school every Monday from 3:00 pm – 3:45 pm.
- Student-teacher data conferences after post-assessments are being held with each student to inform them of their growth and their areas of improvement.
- Teachers use pre-and post-test data to make informed instructional decisions. Teachers spiral identified low TEKS in instruction.
- The Campus Improvement Plan (CIP) was reviewed and revised by the teachers.

**Campus Life at a Glance**

- Hispanic Heritage Month was celebrated with a student luncheon and program. Students showcased a variety of Hispanic writers, artists, poets, etc. The program was student-led and was attended by facility and educational staff.
- Red Ribbon Week was celebrated successfully with an assembly and a guest speaker. Every day of the week had a different theme and was celebrated by both staff and students.

**RTC**

- In PE classes students will be working with Dr. Landry on 7 Habits of Successful Teens for 8 weeks.
- Concord Church Volunteers will be working with the computer classes to help students recover their high school credits.

**Shelter**

- Our "Weekly Student Stars Incentive Program" is a huge success.

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of October 2017:			District Total Enrollment: 491		
District Average Attendance			467 (95.11%)		
District Special Education Student Population			148 (30.14%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	278	22	121	29	41
New Students	147	21	32	15	29
Withdrawals	114	11	24	25	20
Avg. Daily Attendance	275	13	120	19	40
Avg. Daily Enrollment	278	22	121	29	41
Attendance Average	98.92%	59.09%	99.17%	65.51%	97.56%

**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	52	17.99%	09	21.43%	00	0.0%	06	23.08%	36	83.72%
Male	237	82.01%	33	78.57%	124	100%	20	76.92%	07	16.28%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	1		0		1		0		0	
6	9		1		0		0		1	
7	24		8		9		2		5	
8	50		7		16		4		2	
9	134		18		70		14		20	
10	49		6		22		4		9	
11	16		1		4		1		5	
12	6		1		2		1		1	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	3		0		1		0		1	
12	3		0		1		0		1	
13	16		0		6		2		5	
14	40		5		13		1		5	
15	72		5		30		3		14	
16	99		20		50		10		11	
17	55		11		23		10		6	
18+	1		1		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	124	42.91%	16	38.10%	74	59.68%	3	11.54%	18	41.86%
Caucasian	16	05.54%	0	00.00%	3	02.42%	1	03.85%	4	09.30%
Hispanic	149	51.55%	26	61.90%	47	37.90%	22	84.61%	21	48.84%
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%	0	00.00%	0	00.00%





# ACTION ITEMS

## VIII



# ACTION ITEM

## T.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

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

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

**MEMORANDUM**

**Date:** November 27, 2017  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Dr. Terry S. Smith, Director  
**Subject:** Annual Approval of School Improvement Plans for the Academy for Academic Excellence

**Background of Issue:**

The Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research.

The Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. The district and campuses must complete a comprehensive plan to reform/support their instructional program. First, districts and schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CNA, districts/campuses then create School Improvement Plans. School Improvement Plans serve as the blueprint for how the district will actually address the needs identified in the Comprehensive Needs Assessment (CNA). An effective School Improvement Plan can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability.

**Impact on Operations and Maintenance:**

The implementation of the strategies indicated in the School Improvement Plans is crucial to the District's accountability. Specific items to be noted in the School Improvement Plans are:

- Identify the use of funds.
- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
- Identify District initiatives.

**Strategic Plan Compliance:**

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



**Legal Information:**

This information is a Title I mandate.

**Financial Impact/Considerations:**

There is no financial impact.

**Performance Impact Measures:**

Improvement Plans support overall student achievement.

**Project Schedule/Implementation:**

Implementation is for the 2017-2018 school year.

**Recommendation:**

It is recommended that the Academy for Academic Excellence School Charter School Board approve School Improvement Plans for the Academy for Academic Excellence.

**Recommended by:**

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

**ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER**

**ORDER NO:** 2017 - XXX

**DATE:** November 27, 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 27<sup>th</sup> day of November 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 Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research; and

**WHEREAS,** the Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. The district and campuses must complete a comprehensive plan to reform/support their instructional program. First, districts and schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CNA, districts/campuses then create School Improvement Plans. School Improvement Plans serve as the blueprint for how the district will actually address the needs identified in the Comprehensive Needs Assessment (CNA). An effective Improvement Plan can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability; and



- WHEREAS,** the implementation of the strategies indicated in the School Improvement Plans is crucial to the District's accountability. Specific items to be noted in the School Improvement Plans are:
- Identify the use of funds.
  - Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
  - Identify District initiatives; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and assisting with academic growth; and
- WHEREAS,** this information is a Title I mandate; and
- WHEREAS,** there is no financial impact; and
- WHEREAS,** the School Improvement Plans support overall student achievement; and
- WHEREAS,** the implementation is for the 2017-2018 school year; and
- WHEREAS,** the Juvenile Department recommend that the Academy for Academic Excellence School Charter School Board approve the School Improvement Plans for the Academy for Academic Excellence.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves the School Improvement Plans for the Academy for Academic Excellence.

**DONE IN OPEN BOARD MEETING** this 27<sup>th</sup> day of November, 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.