




DALLAS COUNTY JUVENILE BOARD
Agenda
Monday, July 23, 2018 - 5:00 p.m.
Letot Residential Treatment Center
10503 Denton Dr. Dallas, Texas 75220

FILED

2018 JUL 17 AM 9:55

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY:  DEPUTY

- I. Call to Order
- II. Tour of Facility
Letot RTC
- III. Approval of Minutes
June 25, 2018
- 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. Re-Certification of the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility
 - D. Approval of the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility
 - E. Approval of Memorandum of Understanding with Child Advocacy Center to Participate in Multi-Disciplinary Treatment Team
 - F. Approval of Memorandum of Understanding with Youth 180 for the Evening Reporting Center
 - G. Substance Abuse Unit (SAU) – Application for Continuing Education Provider Approval for 2018
 - H. Diagnostic Assessment Services Amended Agreement with Juvenile Justice Alternative Education Program
 - I. Approval of Juvenile Justice Alternative Education Program Match Fund
 - J. Amendment to the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018: Letot RTC Cultural Experience and Incentive Program and Letot Center Cultural Experience and Incentive Program
 - K. Any subsequent action deemed necessary as a result of IX – Appointment of employee #37653
- VII. Discussion Items - Charter School
 - L. Charter School Update
- VIII. Action Items – AAE Charter School
 - M. Academy for Academic Excellence Policies and Procedures 2018-2019
 - N. Renewal of Interlocal Agreement with Odysseysware and Academy for Academic Excellence Charter School
- IX. Executive Session - Juvenile Department

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

Subjects: Contracts: Personnel: Duties #37653 Security: Litigation: Update -

Notes:

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


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



TOUR OF FACILITY II.



APPROVAL OF MINUTES

III

MINUTES OF MEETING DATE: June 25, 2018

DALLAS COUNTY

TIME: 12:00 p.m.

JUVENILE BOARD

PLACE: Juvenile Justice Alternative Education Facility
1673 Terre Colony Ct., Dallas, TX 75212

MEMBERS PRESENT:

Commissioner John Wiley Price, Vice-Chairman
Judge Clay Jenkins
Judge Andrea Plumlee
Judge Andrea Givens-Davis
Dr. Connie Wilson
Judge Ken Molberg
Judge Andrea Martin

MEMBERS ABSENT:

Judge Cheryl Lee Shannon, Chairman
Judge Craig Smith

I. Call to Order

The Dallas County Juvenile Board meeting was held at the Juvenile Justice Alternative Education Facility, in the Multipurpose Room at 5:00 pm. Commissioner Price, Vice-Chairman, called the Juvenile Board Meeting to order at 5:00 p.m. noting there were enough members present for a quorum.

II. Approval of Minutes

Commissioner Price asked for a motion to approve the minutes from the May 30, 2018 meeting.

- Dr. Connie Wilson moved and Judge Andrea Plumlee seconded to approve May 30, 2018, minutes. The motion passed unanimously.

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

Commissioner Price noted there was no one present for public comments.

- Judge Clay Jenkins arrived at 5:03 pm.

IV. Discussion Items – Juvenile Department

A. Director's Report

Mr. Griffiths, Interim Director, began by recognizing Ms. Sarah Fisher, Probation Officer in the Placement Unit, as employee of the month. He also recognized Ms. Carla Davis, Caseworker Supervisor at the Letot Center, for twenty years of service and Mr. Robert Davis, D.A. Liaison for thirty years of service. Mr. Griffiths informed the Board that Ms. Vernetta Kinnard, Community Liaison, and Ms. Leslie Gipson, Deputy Director of Administrative Services, in conjunction with other agencies in the community are working diligently to bring the Emergency Evacuation protocol up to date. He stated that by the end of August that protocol should be in place. Mr. Griffiths recognized all the Superintendents and their staff, Ms. Zakiyyah Terrell, Quality Assurance Administrator, and Ms. D'Ann Dublin, her assistant, for the excellent job performed in regards to the annual TJJD Institutions

audit. He added there were no major findings and the State was very complimentary of the assistance of the staff and their findings. Mr. Griffiths recognized Mr. Bill Edwards, Assistant Director, for 38 years of service with the Department and reminded the Board that June 28, 2018, would be his last day with the Department, as he would be retiring. He also invited the Board to the celebration that would be held on that day at the Juvenile Department. Mr. Griffiths informed the Board that he had appointed Ms. Denika Caruthers, Legal Advisor, as Interim - Assistant Director beginning June 29, through August 5, 2018, yielding the position to Ms. Sheryl Eagleton when she begins her position as the Assistant Director of the Juvenile Department on August 6, 2018. He went on to say that Ms. Eagleton was the previous Superintendent for the Letot Center for several years and she currently serves as the Deputy Director of Probation Services for Tarrant County. Lastly, Mr. Griffiths recognized Ms. Isabel Strickland for a job well done in the preparation of the Budget Meeting and the Juvenile Board.

B. JJAEP Update

Mr. Griffiths stated that all of the seniors in the JJAEP program completed their graduation requirements and received their high school diplomas. He stated the teachers will return in early August to prepare for the upcoming 2018-2019 school year. He recognized Dr. Guillory and Mr. Anthony Grant, Behavior Specialists at JJAEP, stating they were requested by TJJD to present information at their annual conference on Restorative Discipline.

C. STAR Transit Services

Mr. Griffiths began by stating many families of youth in treatment programs at the Lyle B. Medlock and Youth Village programs are unable to participate in visitation or family counseling as a result of inadequate transportation and the location of the facilities. The Juvenile Department seeks to form a partnership with STAR Transit, a local transportation system that can provide essential transportation for low-income residents, persons with disabilities and senior citizens who have no other reliable means of mobility. He then introduced Mr. Mike Sims, Deputy Executive Director for STAR Transit, to the Board and invited him to give a brief presentation about the services that would be provided to the Department.

- Mr. Sims explained that the service being provided works to assist passengers where there is no DART(Dallas Area Rapid Transit) route. He explained that the passengers using this service will be required to pay a minimal fee and the cost of the fare will be for a roundtrip ticket. Judge Jenkins asked for a cost amount for the families using the service. Mr. Sims stated that fares are \$2.00 per person and free to children 13 and under. He explained that there is a charge for Dallas County and once that amount is met, STAR Transit will apply its standard fare price for the trip.
- There was a lot of discussion pertaining to the out-of-pocket cost for the families using this service from the Board.
- Judge Amber Givens-Davis arrived at 5:14pm.

V. Action Items – Juvenile Department

D. Approval of Juvenile Budget FY2019

Mr. Griffiths stated with the recommendations from the Budget retreat the Department asked that the Board accept the proposed FY2019 budget request from the County totaling \$52,929,410. This represents an increase of \$3,133,625 or approximately 5.9% compared to the prior year's Commissioners Court adopted budget. It is recommended that the Dallas County Juvenile Board

approve the FY2019 budget request for the Juvenile Department for formal submission to the Dallas County Commissioners Court.

- Judge Jenkins moved and Andrea Plumlee seconded to approve the Juvenile Budget for FY2019. The motion passed unanimously.

E. Approval of Juvenile Justice Alternative Education Program Budget

Mr. Griffiths stated the FY2019 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from Governance Committee members which is made up of representatives from the 14 Independent School Districts and Region 10 Education Service Center staff. He also stated it is recommended that the Dallas County Juvenile Board approve the FY2019 budget request in the amount of \$1,423,702.00 for the Juvenile Justice Alternative Education Program Budget for formal submission to the Dallas County Commissioners Court.

- Commissioner Price wanted to know what is the cost regarding maintenance operations and rental. Mr. Griffiths responded it is approximately \$18,000.00 per month. Ms. Karen Ramos, Deputy Director of Education Services, stated that there is an increase annually regarding operations of about \$800.00 per month. She further stated the amount does not include utilities, and the rent exceeds \$200,000.00 per year. Ms. Ramos stated this is year 3 of a 10-year lease. Mr. Griffiths stated to the Board that he has had conversations with Mr. Ryan Brown, Dallas County Auditor, and Jonathan Bizon to discuss reviewing the lease again.
- Judge Jenkins moved and Judge Andrea Martin seconded to approve the Juvenile Justice Alternative Education Program Budget. The motion passed unanimously.

F. Letot Facilities Position Reclassifications

Mr. Griffiths stated there are several mid-level management staff at the two Letot facilities who are performing duties that are consistent with the needs of the facilities, but not specifically delineated in their official job descriptions. As a result, the functions they are most frequently performing are outlined in different position titles. This has created some inconsistency in regards to the expectations regarding staff accountabilities. The proposed reclassifications contain the same job grade assignments and the employees who occupy the current positions meet the minimum qualifications of the proposed position titles in accordance with Dallas County Administrative Code Chapter 86 § 86-436. He then asked the Board to grant approval to the Dallas County Juvenile Department to submit Position Description Reclassifications to the Dallas County Human Resources/Civil Service Department for six Letot facilities positions as a matter of business necessity.

- Commissioner Price clarified for the record that the reclassification request is to change the position title and not the duties.

Judge Ken Molberge moved and Judge Jenkins seconded to approve the Letot Facilities Position Reclassification. The motion passed unanimously.

G. Renewal to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2018-2019

Mr. Griffiths stated the department is seeking approval of the annual renewal of Dallas County's participation in the National School Lunch/Breakfast Program for the school year 2018-2019. The National School Lunch/School Breakfast program is a federal program reimbursing schools and residential childcare institutions for a portion of the cost of providing meals to low-income children.

The Juvenile Department's participation as a residential childcare institution allows it to recoup part of the costs of meal service at its six residential facilities for the meals provided by the Dallas County Sheriff's Department Central Kitchen.

Ms. Denika Caruthers, Administrative Legal Advisor, has reviewed the renewal document currently in effect.

- Commissioner Price asked Mr. Brown if the new proposed numbers compare in regards to reimbursement to the past. Mr. Brown replied that it continues to grow a little, but the USDA population has decreased, so those two components offset one another, and due to the amazing job the Sheriff's Department is doing, by sharing the cost, it is a win-win for the Department.
- Judge Jenkins moved and Judge Molberg seconded to approve the Renewal to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2018-2019. The motion passed unanimously.

H. Juvenile Processing Offices - Coppell Police Department

Mr. Griffiths stated the Coppell Police Department maintains a Juvenile Processing Office, Room 125 located at 130 S. Town Center Blvd., Coppell, Texas 75019. The room was previously designated as an approved Juvenile Processing Office on June 27, 2016, by this Department and the Dallas County Juvenile Board. He noted the referral demographics were provided in the brief and that the Coppell Police Department's Juvenile Processing Office located at 130 S. Town Center Blvd., Coppell, Texas 75019 was personally inspected by Rudy Acosta, Deputy Director of Probation Services, on May 17, 2018. This site was determined to be suitable as a Juvenile Processing Office, and the designated room was clearly identified with affixed signage.

- Commissioner Price thanked the Department for including the Texas Academic Performance report along with the Census report, which includes all the necessary data.
 - Judge Plumlee moved and Judge Molberg seconded to approve the Juvenile Processing Offices – Coppell Police Department. The motion passed unanimously.
- I. Approval of Memorandum of Understanding with Child and Family Guidance Center Safety Net Program.

Mr. Griffiths stated The Child and Family Guidance Center Safety Net program was implemented in July of 2016 in the Dallas County Juvenile Department Drug Court Diversion Program. The Drug Court has enhanced the skills and long-term sobriety of the youth served and greatly benefitted from the Safety Net curriculum. They provide Substance Abuse and Mental Health Services Administration (SAMSHA) approved curriculum-based, youth-support groups to client's ages 11 to 18 years old. He stated that District 4 had 18 youth currently in the Program. Mr. Griffiths asked the Board to approve the Memorandum of Understanding with the Child and Family Guidance Center Safety Net program for the Dallas County Juvenile Department.

- Dr. Wilson wanted to know the credential status of those providing the services. Mr. Griffiths explained that it was a SAMSHA program and that he could not be certain that all are Licensed Chemical Dependency Counselors (LCDC). Mr. Roger Taylor, Field Services Manager, replied they are all LCDC's.

- Commissioner Price moved and Judge Plumlee seconded to approve the Memorandum of Understanding with Child and Family Guidance Safety Net Program. The motion passed unanimously.

J. Approval of Memorandum of Understanding with the Nurse Family Partnership Program

Mr. Griffiths stated the department is requesting authorization to execute the Memorandum of Understanding (MOU) with the Nurse Family Partnership Program. He stated The Nurse Family Partnership Program (NFP) is a Texas Department of Family and Protective Services grant-funded program committed to helping the low-income first-time pregnant mothers of Dallas County. They provide guidance, education, parenting skills, and information to first-time mothers. This program will serve pregnant girls at the Letot Residential Treatment Center and Letot Shelter. He added the Department is looking to extend the program to other locations such as Detention. Mr. Griffiths continued by saying there is no cost associated with these services, thus having no financial impact on the Juvenile Department or Dallas County. The Interlocal Agreement with Nurse Family Partnership Program has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Form 1295 has been completed per requirements.

- Dr. Wilson wanted to know how soon do the services begin. Mr. Griffiths explained that many youth who come to Detention do not know they are pregnant and they find out during the initial examination. Dr. Wilson asked if the father of the child participated in the program. Dr. Pita, Chief Psychologist, introduced Ms. Beverly Merritt, Nurse Supervisor at Parkland Hospital, stated that this is a voluntary program and they seek to include the father, but if he doesn't want to participate there are no legal ramifications. Dr. Wilson then asked if the program has any specific ways they use to encourage the fathers to participate. Ms. Merritt explained that the services are for the mother, and the fathers participate based on the mothers' request.
- Judge Jenkins moved and Judge Martin seconded to approve the Memorandum of Understanding with the Nurse Family Partnership Program. The motion passed unanimously.

K. Licensure Renewal as Functional Family Therapy Provider with Functional Family Therapy LLC

Mr. Griffiths stated the FFT program has been highly successful since its implementation in 2009, and the Department has expanded both staff in the program and the services offered in the ensuing years. The Functional Family Therapy program is an international family therapy program licensed by FFT, LLC. He stated the Dallas County Juvenile Department shall pay a total of \$7,000 shared between two fiscal years beginning July 27, 2018, to July 26, 2019 (fiscal year 2018 and 2019). Payment schedule will be as follows: \$5,000 for the initial payment (due 60 days from start of contract) and four quarterly payments of \$5000.

- Judge Plumlee moved and Dr. Wilson seconded to approve the Licensure Renewal as Functional Family Therapy Provider with Functional Family Therapy LLC; The Chair abstained from voting. The motion passed 6 to 0.

L. Juvenile Detention Alternatives Initiative Coordinator Professional Services Contract Renewal

Mr. Griffiths stated It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's continued participation in the JDAI project sponsored by the Annie E. Casey Foundation. It is also recommended that the Juvenile Board approve the professional services contract renewal with Dr. Jaya Davis as coordinator of the JDAI project.

- Commissioner Price asked who evaluates whether this program is really demonstrating the matrix of success. Mr. Griffiths replied, the Juvenile Department continues to consistently validate the

Risk Assessment Instrument (RAI), which assists in objective decision-making with regard to risk factors, thereby increasing the likelihood those decisions about detaining youth in secure detention will be made based upon risk as opposed to treatment, racial determinates or mental health needs. He ended by saying the Juvenile Department has received JDAI funding in the amount of \$15,000 a year, following the initial award for the first three years of our participation. The Year 13 monetary award is expected to be \$15,000 as well, based on conversations with the Annie E. Casey Foundation. The current professional services contract budget totals \$12,000 for the JDAI consultant. This stipend will come from the funds that are available from the Annie E. Casey Foundation grant.

- Dr. Wilson asked if the Board was given a recommendations report each year. Dr. Jaya Davis replied no, but that she will submit them going forward.
- Judge Martin moved and Judge Molberg seconded to approve the Juvenile Detention Alternatives Initiative Coordinator Professional Services Contract Renewal. The motion passed unanimously.

M. Acceptance of Funds from TJJD for Purchase of a Validated Risk and Needs Assessment tool

Mr. Griffiths reminded the Board about this particular topic's discussion and comments from the April 2018, meeting. He then stated that on May 18, 2018, TJJD notified the Department that we have been approved for up to \$115,413 in deployment costs for the risk and needs assessment tool of our choosing, and they had also approved up to \$83,030 for training expenses for departmental staff who will utilize the new tool. Thus, TJJD has authorized a total of \$198,443 to the Dallas County Juvenile Department for purchase, training, and implementation of a validated risk and needs assessment tool to replace the RANA.

Therefore, the Department is requesting that the Juvenile Board approve the acceptance of these funds from TJJD so that we can move forward in purchasing and implementing a validated tool to be used in assessing the risk and needs of referred juveniles.

- Commissioner Price asked, "When did the current risk tool become invalid?" Mr. Bill Edwards, Assistant Director, replied that in March 2018 TJJD informed the Department that the current RANA tool was no longer validated and that they would provide funding to us to begin using the new tool they have implemented.
- There was a lot of discussion on this topic with concerns of validation and usage by the Department.
- Judge Molberg moved and Judge Jenkins seconded to approve the Acceptance of Funds from TJJD for Purchase of a Validated Risk and Needs Assessment tool; Dr. Wilson abstained from voting. The motion passed 6 to 0.

N. Ratification of Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking Program Grant Application

Mr. Griffiths informed the Board that on May 15, 2018, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation called "OJJDP FY2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking" for Care Coordinators. He went on to say the amount of the grant award, for October 1, 2018, to September 30, 2021, was \$274,689.00 for the Mentorship: Uplifting Success through Empowerment (MUSE) Care Coordinator, \$86,316.00 for the Part-Time MUSE Therapist, \$3,375.00 for supplies, transportation, and training materials, and \$85,620.00 for Dialectical Behavior Therapy training and travel for the required peer learning collaborative meetings. The total amount in grant funding requested is \$450,000 over the course of three years.

- Judge Plumlee moved and Dr. Wilson seconded to approve the Ratification of Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking Program Grant Application. The motion passed unanimously.

O. Amendment to Contract with Dallas Children's Advocacy Center

Mr. Griffiths stated the purpose of this briefing was to amend the contract with Dallas Children's Advocacy Center to include cost of registration and travel, including transportation, meals and lodging, for DCAC's attendance to the National Symposium on Sexual Behavior of Youth. This event is hosted by the University Of Oklahoma Health Sciences Center and the National Center on the Sexual Behavior of Youth. It is recommended that the Dallas County Juvenile Board approve to amend the contract with the Dallas Children's Advocacy Center for the Dallas County Youth with Sexual Behavior Problems Program to include costs associated with the National Symposium on Sexual Behavior of Youth.

- Judge Plumlee and Dr. Wilson seconded to approve the Amendment to Contract with Dallas Children's Advocacy Center. The motion passed unanimously.

P. Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 Education Service Center and 14 Independent School Districts

Mr. Griffiths stated the Parties to this MOU are the Dallas County Juvenile Board, Region 10 Education Service Center, and the fourteen (14) Independent School Districts: Carrollton-Farmers Branch, Cedar Hill, Coppell, Dallas, DeSoto, Duncanville, Garland, Grand Prairie, Highland Park, Irving, Lancaster, Mesquite, Richardson, and Sunnyvale (hereinafter referred to collectively as the "ISDs"). Changes to the MOU are as follows:

- Updated the school year to 2018-2019
- New language – page 13 (removed Dallas County Schools and added with another provider)
- Commissioner Price asked Ms. Caruthers for the outcome of a meeting that she had previously had concerning transportation for JJAEP. She yielded the floor to Ms. Ramos stating that Ms. Ramos had readily accessible information and she did not. Ms. Ramos stated that JJAEP transportation is provided by the local school districts.
- Judge Martin moved and Judge Jenkins seconded to approve the Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 Education Service Center and 14 Independent School Districts. The motion passed unanimously.

Q. Inter-local Agreement with Dallas Independent School District (DISD) Food Services and Juvenile Justice Alternative Education Program (JJAEP)

Mr. Griffiths reminded the Board that DISD has provided meals for the JJAEP students for a number of years at no additional costs. This agreement would allow them to go for the USDA National School Lunch Program funding. He stated DISD will cover all cost associated with this initiative.

- Dr. Wilson asked if all students attending JJAEP were included in the agreement or if there is a qualifying practice in place. Mr. Griffiths replied all youth are eligible for the program.

- Judge Molberg moved and Judge Plumlee seconded to approve the Inter-local Agreement with Dallas Independent School District (DISD) Food Services and Juvenile Justice Alternative Education Program (JJAEP). The motion passed unanimously.

R. Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program Required by Texas Juvenile Justice Department

Mr. Griffiths stated Chapter 37 of the Texas Education Code designated that the Juvenile Boards of each of the counties would develop a JJAEP and that the operation and funding of the JJAEP be outlined in a Memorandum of Understanding (MOU) between the county Juvenile Board and the Independent School Districts (ISDs) of the county. The Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. Included in the packet are the demographics and the overall measures from 2016-2017 to 2017-2018 indicating the following:

- Decrease in program entries
 - Decrease in student attendance
 - Decrease in the number of restraints
- Judge Molberg moved and Judge Plumlee seconded to approve the Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program Required by Texas Juvenile Justice Department. The motion passed unanimously.
 - Judge Plumlee moved and Judge Givens-Davis seconded to recess as the Dallas County Juvenile Board. The motion passed unanimously.
 - Judge Plumlee moved and Dr. Wilson seconded to convene as the Academy for Academic Excellence (AAE). The motion passed unanimously.

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

S. Academy for Academic Excellence Update

Mr. Griffiths informed the Board that the students in summer school would be taking the STAAR test and end-of-course exams. He mentioned the retirement of Ms. Katherine Kimberling with 12 years of service and Ms. Margie Moore with 14 years of service.

VII. Action Items – AAE Charter School

T. Approval of Academy for Academic Excellence Budget FY2019

Mr. Griffiths stated it is recommended that the Dallas County School Board approve the Academy for Academic Excellence FY2019 Budget for \$7,287,692. He also added that any subsequent amendments and funding with Texas Education Agency and Region 10, and the Chairman of the School Board be authorized to accept additional funding by way of rollover funds and additional TEA payments throughout the fiscal year.

- Judge Plumlee moved and Judge Martin seconded to approve the Academy for Academic Excellence Budget FY2019. The motion passed unanimously.

U. Inter-local Agreement with Dallas ISD Transportation for 2018-2019 School Year at SAU

Commissioner Price stated the Board would accept Ms. Ramos earlier explanation of the transportation agreement.

- Judge Molberg moved and Dr. Wilson seconded to approve the Inter-local Agreement with Dallas ISD Transportation for 2018-2019 school year. The motion passed unanimously.
- Judge Jenkins moved and Judge Plumlee seconded to adjourn as the AAE. The motion passed unanimously.
- Judge Plumlee moved and Dr. Wilson seconded to reconvene as the Dallas County Juvenile Board. The motion passed unanimously.

VIII. Executive Session – Juvenile Department

Commissioner Price stated there were no matters for Executive Session and entertained a motion to adjourn.

- Judge Molber moved and Judge Plumlee seconded to adjourn as the Dallas County Juvenile Board. The motion passed unanimously.
- Meeting adjourned at 6:05 pm.



PUBLIC COMMENTS IV



DISCUSSION ITEMS V.



DISCUSSION

ITEM

A.

DALLAS COUNTY JUVENILE DEPARTMENT
DIRECTOR'S REPORT
June 2018

The Juvenile Department recognized the outstanding Employee of the Month for June: Ms. April Turner from P.A.S.T. unit (Promoting Alternative and Stability Transition).

PROBATION SERVICES DIVISION

The division would like to recognize Mr. Robert Davis for his 30 years of service to the department. Also, congratulations to Ms. Sarah Fisher, Placement Services officer for receiving employee of the month award for May and Ms. April Turner, Sex Offender officer for receiving employee of the month award for June 2018. Both received these awards for their dedication and passion in serving youth and families. The Evening Reporting Center celebrated its 4 year Anniversary on June 9, 2018. ERC was established as another Juvenile Detention Alternatives Initiative program. As of May 2018, the ERC has processed 403 referrals and has provided programming for 277 youth. The recidivism rate for the last year as of May 31, 2018 is only 14.5%, which means only 18 youth out of 125 youth that successfully completed the program returned to the Department on a new criminal offense. The ERC started out serving two districts (6 & 7) which cover the South Dallas and Oak Cliff communities. However, over the past four years the ERC has expanded to seven of nine field districts, and the Specialty Unit covering geographic areas in parts of Northeast and South Dallas, Oak Cliff, Pleasant Grove, Grand Prairie, Desoto, Cedar Hill, Mesquite, Duncanville and Irving. Our faithful staff travels all over the Metroplex, picking up kids from various designated pick-up locations. Thanks to Roger Taylor, Probation Manager, Marco Burks, Program Coordinator, Ivan Galarza and Kwaesi Palmer, JSO for their dedication and service in making this program a success.

Community Service Restitution (CSR) Update:

Throughout the month of June 2018, two hundred and fifty-three (253) youth completed a total of one thousand, eight hundred and forty-one (1,841) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated summer supervised community service restitution projects at the Chocolate Mint, Hunger Busters, Goodwill, World Vision and Faith Formula. These summer projects, supervised by probation officers from field district offices 1,2,3 and 8, resulted in the completion of eight hundred and seventy-eight (878) CSR hours by one hundred and seventy-eight (178) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **126** youth for psychiatric services during the month. A total of **126** psychiatric consultations were performed with **65** of those being follow-ups. Of the **61** initial psychiatric consultations performed: **35** resulted in no medication being prescribed, **0** had already been prescribed psychotropic medications and continued those, **4** youths were already prescribed psychotropic medication and the medication was discontinued, and **22** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

Our summer programs kicked off with the Big Thought Theater and the Be Project. The "Be Project is a program of the Family Place who aims to empower youth to be part of the solution to

DETENTION			
DETENTION	MAY	JUNE	YTD
Admissions	239	189	1433
Releases	260	201	1442
ADP	191	177	186
Detention Hearings	483	484	2922
TJJD/Placement			
Trips	9	10	52
Local trips	74	108	462
Youth transported	72	64	376
START	MAY	JUNE	YTD
Admissions	0	0	2
Releases	0	1	2
Successful	0	1	2
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	4	4	4

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

end relationship violence – including bullying, sexual and teen dating violence – and build healthy relationship". Residents participating in the Big Thought Theater are under the direction of Camille Haley, including the RDT and START girls along with a select group of boys in the STARS Program. The teens will write their own production and perform to an audience of their peers and volunteers that work with these teens. The performance was scheduled for Thursday, July 5, 2018.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours May: Volunteers: **86** Total Hours: **310**

Dallas County HHS Screening: **10** residents, **0** positive for Syphilis and **0** positive for HIV.

Special Programs/Events:

- **Movie Nights:** To Save A Life
Fireproof
Can Only Imagine

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: Residents completed make-up STAR testing. Level 4 residents as well as residents with good behavior participated in weekly Art Expression. Residents participated in numerous life-skills groups facilitated by program supervisors.

HILL CENTER			
	MAY	JUNE	YTD
Admissions	36	39	227
ADP	39	36	38
Releases	39	37	227
Total Youth Served	73	73	263

Medical Services: There were (0) medical issue during the month that required off-site transport.

Volunteer Services: 6 groups consisting of 16 individuals provided a total of 41 hours of service during the month.

MEDLOCK CENTER

Education: Residents participated in educational classes and curriculum from Academy of Academic Excellence, summer school, computerized credit recovery program, tutoring, special education services, GED preparation services and ESL services.

Life Skills: Residents learned how to maintain better health, hygiene, independent living and employment which can be utilized once released from the program.

Medical Services: Forty-six (46) residents were seen by Parkland On-Site Care, four (4) were transported to Parkland Hospital for exams, one (1) was transported to a funeral home for a wake, one (1) was transported to an ophthalmology clinic, two (2) were transported to JDC for psychiatry evaluation and sixteen (16) were seen by JDC dental.

Program: Residents participated in Juvenile Supervision Officer, Probation Officer and Therapist groups.

Recreational Activities: Residents participated in large-muscle activities consisting of push-ups, sit-ups and outside recreation.

MEDLOCK CENTER			
RTC	MAY	JUNE	YTD
Admissions	18	15	84
Released	10	11	57
Successful	10	9	48
Unsuccessful	0	2	6
Administrative	0	0	3
ADP	60	68	53
Total Youth Served	74	79	125
START	MAY	JUNE	YTD
Admissions	0	0	0
Releases	1	0	19
Successful	1	0	19
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	1	0	6
Total Youth Served	1	0	19

Social Skills: Residents participated in anger management, problem solving, moral decision making, positive peer interaction, team work, leadership through groups, team-building exercises, sports, self-esteem building

and assignments. The residents learn the skills and practice application when they get the opportunity to lead the group of peers.

Volunteer Groups:

Potters House: Chapel service, Bible study and religious activities, with voluntary participation.

Life Quest Essentials: Chapel services, Bible study and religious activities, with voluntary participation.

Pleasant Valley Baptist Church: Chapel services, Bible study and religious activities, with voluntary participation.

Let's Get It: Various exercise activities.

Art Therapy: Painting and other art activities. Residents also participated in the "Wall of Fame", painting located in the Multipurpose room.

Food Handlers Class: The youth participate in vocational programming that allows them the opportunity to earn a license in Food Handling. This class meets every Friday in the MPR with Chefs TLC and Plummer.

Food Around the World: The youth are taught about food and culture from different parts of the world. These classes meet every Wednesday in the MPR with Chefs TLC and Plummer.

June Activities:

June 18-21, 2018: TJJD was on-site for the annual Medlock audit. During their visit the complimented the facility on how clean the building was.

June 28, 2018: Superintendent Mr. Ayodeji Omoniyi and Program Manager Mr. Carl Hodges provided a luncheon to Medlock/Youth Village staff as a sign of gratitude for all the hard work done before and during the audit.

June 25-29, 2018: Some of the residents did their STAAR Summer Testing.

Enrichment Programs:

Trainings: All Medlock Shifts (AM, Night Watch and Swing Shift) including part-timers and probation officers participated in helping out with the audit and started training and cross training to obtain hours for re-certification.

Recognitions: This month we had one staff recognized for 10 years of dedicated service (JSO Vernon Cooper).

YOUTH VILLAGE

Drug Education: Classes are facilitated by the Juvenile Department's Substance Abuse staff. Residents actively participate in the program by interacting in a positive way with the staff and each other. Residents apply what they learn in this class as a coping skill for everyday living. Groups rotate on a weekly basis.

Social Skills/Thinking Errors: Resident incentive plans and behaviors are addressed with use of social skills and thinking error principles. Group and Huddle-ups also use these principles to further emphasize problem-solving, anger management, positive interaction, leadership and teamwork strategies. Groups rotate on a weekly basis.

Anger Management: Classes are facilitated by Youth Village Psychology staff. Residents actively participate by addressing issues that may have been motivated by anger. Residents are given different methods and tools regarding managing and controlling anger. Groups rotate on a weekly basis.

YOUTH VILLAGE			
TOTAL	MAY	JUNE	YTD
Admissions	11	7	48
Released	13	10	67
Successful	8	10	45
Unsuccessful	5	0	18
Administrative	0	0	4
ADP	40	35	46
Total Youth Served	49	43	100
YOUTHFUL OFFENDERS	MAY	JUNE	YTD
Admissions	0	0	0
Releases	1	0	2
Successful	1	0	2
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	2	2	3
Total Youth Served	3	2	4

Anger Management: Youth are educated in prevention, intervention, and suppression strategies to increase the probability success in any community. Prevention strategies target the risk of gang involvement and help reduce the number of youth who might consider joining or continued membership in gangs. Class is facilitated by psychology staff.

Volunteer Groups:

Church of Christ (Chaplains) - Residents participate in Bible study and religious activities voluntarily. Chaplains meet with residents upon request.

Concord Baptist Church - Residents meet with the volunteers on the 2nd and 4th Sundays for Bible-based study group. Discussion also includes anger management and coping strategies for overall success.

Mount Zion/Shady Grove Baptist Church - Bible study groups are available on the 1st and 3rd Mondays for residents who wish to attend.

Enrichment Programs:

Culinary Arts Program: Helps youth learn skills needed to work in restaurant setting within the food industry. Participants gain hands-on experience and lessons on working as a team to accomplish team goals. Completion of program leads to possible internship at Café Momentum.

Therapeutic Horticulture: Residents learn human nurturing, development, resiliency, socialization and rehabilitative skills. Residents also learn garden design, planting and harvesting.

PREP Program: PREP stands for Patience, Responsibility, Empathy and Partnership. By working through challenges with SELECTED dogs present, residents witness the power of being responsible and committing to something new and rewarding.

Career Readiness: Youth gain skills to enhance their employability by learning job skills, resume writing skills, and job searching skills. Youth are also given a financial literacy course that emphasizes budgeting, using bank accounts and credit cards and loans.

Planned Parenthood: Teen Pregnancy preventative program geared toward safety measures to assist teens in making healthy choices.

Field Trips and Campus Events:

Top Ten: Each Friday ten (10) residents are recognized for outstanding behavior, participation in groups and maintaining high point sheets. The residents are rewarded with lunch, movie and certificate of recognition.

June 21, 2018: Guest speaker Mr. Royal Chatman (from Sources of Intervention Produce seeds of Prevention Southaven, MS.) spoke to the youth about his life struggles and how he overcame his troubles with drugs and personal loss. Dawn Freeman of the Securus Foundation also spoke to the youth about programs and opportunities

June 28, 2018: Youth With Faces organization sponsored eight (8) residents on a trip to the African Museum at Fair Park Dallas. Residents toured the many exhibits and artifacts that celebrate the history of African American contributions to the world. Residents were also treated to lunch at Two Partners BBQ.

LETOT CENTER

Community Initiatives: Non-Residential Services received 34 referrals to be addressed through the Letot Crisis Intervention and Aftercare Services Program.

Monthly Community Connection:

Letot Clinical Psychological Services: Zero (0) families were referred for Clinical services.

Residential: Health Screens – 25, Call Backs – 1, Doctor's visits – 23

Volunteer Services: Faith-Based Volunteers: worship and religious study – 11 volunteers, 9 hours; Life Skills Volunteers: visiting and teaching - 22 volunteers, 34 hours; Special Events: Other – 0, for a total of 33 volunteers who provided 43 hours of volunteer service.

Clinical Services:

LETOT CENTER			
RESIDENTIAL	MAY	JUN	YTD
Admissions	14	13	99
Releases	22	14	104
ADP	20	13	21
Total Youth Served	35	26	116
INTAKE ORIENTATION	MAY	JUN	YTD
Admissions	66	51	388
Releases	66	53	388
ADP	2	0	1
Total Youth Served	68	53	388

Residential Services: The clinical unit provided services to 23 residents this month. Each resident was assigned a therapist who was responsible for offering individual and family counseling to the resident. These counseling services were provided weekly and included 49 individual sessions and 42 family counseling sessions during the month. In addition, the residents participated in 22 groups focusing on anger management, self-esteem, developing coping skills, emotional regulation, distress tolerance and mindfulness using DBT and CBT trauma-informed care models. The family counseling was provided using Family Systems Theory and concentrated on improving family communication and relationship building. As part of the clinical services, 161 consultations were provided to the case managers, JRO's, and administration when requested. Although each department established their own relationships with the residents, the consultations ensured there was continuity among the various programs while monitoring the mental health of the youth. The interdisciplinary treatment team was also a significant part of the continuity of care and treatment team; meetings were held weekly in which each resident's case was processed to evaluate progression toward goals and to discuss discharge plans. There were 4 staffings held in June allowing for the clinical, administrative, case management and JRO staff to discuss approximately 13 residents weekly (54 total). Crisis management, which is always a priority, resulted in the staff responding to 11 crisis event. These incidents ranged from stabilizing a resident after a difficult phone call from home to ensuring hospitalization for an emotionally unstable youth. One of the essential roles of the clinician was to maintain awareness of the resident's difficulties in order to proactively manage potential emotional escalation. Clinicians checked on the youths through daily rounds which allowed them to observe the residents and for information to be shared among the staff. Five referrals were made to the department psychiatrist for further evaluation.

Non-Residential Services: After a resident is discharged from the Residential Program, they are referred to aftercare services provided in the Non-Residential Program. Additional cases which had been assessed by the Intake unit and found inappropriate for the Residential Program were also referred to the Non-Residential Program. This Program provides continued case management and counseling services. Sixteen families were referred to the clinical staff and were provided with 6 individual sessions, 5 family sessions resulted in 16 consultations with the case management staff. Using the best practices model, the individual and family counseling sessions were designed to improve and maintain the healthy functioning of the family. In addition, the clinical staff managed one Non-Residential Crisis Intervention along with the respective case manager.

General Clinical Services: The Letot Clinical Staff is responsible for providing psychological screens to the Intake Unit. Individuals who scored high on the general screening tool (MAYSI-2) or who had histories of mental health issues are referred to the clinician who then completes a more in-depth assessment to determine whether Letot has the programs best meeting the needs of the individual. In June, the staff assessed 9 potential residents and made appropriate recommendations. The Parent/Youth Groups were held weekly and were open to both the Residential and Non-Residential families. These groups have been very successful in providing support and psychoeducational information and have received positive reviews from the parents. Topics are presented in a didactic style and included communication, mindfulness, successful discipline, gratitude, and adolescent development. During this last month, five Parent/Youth Groups were held and involved 59 participants (28 Parents, 22 Youth, 9 Siblings/Others). In addition, the staff participated in 15 hours of clinical supervision.

LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS

Youth With Faces has been involved in providing enrichment programs. All girls participated in Culinary Arts, financial planning, and job-related groups.

Volunteer Groups: Concord Baptist Church - Residents participate in Bible study that is associated with building self-esteem and self-respect.

Enrichment Programs: Culinary Arts Program: 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. There were 6 residents that received their Food Handler's License. The girls are also involved in the Career Readiness Classes several days each week.

LETOT RTC			
	MAY	JUN	YTD
Admissions	10	4	31
Releases	2	4	16
ADP	28	29	20
Total Youth Served	33	35	47

Clinical Services:

All 35 residents received individual therapy. Family therapy was offered to all families. Therapists provided family therapy to 17 families (approximately 12 client-contact hours) and 15 parents received parent therapy (9 client contact hours). The clinical team also provided crisis intervention (approximately 27 client-contact hours) and clinical rounds (approximately 83 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 55 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Seven My Life My Choice groups were provided to teach youth about healthy relationships, drug use, and self-esteem. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted twelve art groups this month which primarily focused on open studio, self-expression, developing self-awareness, and using art as a coping skill. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Ten coping skills group were provided and focused on an introduction to DBT, learning how to deal with intense emotions and mindfulness. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing how rights, cultural dynamics, gender, and environment impact residents and how they can successfully navigate challenging situations. Eleven girl empowerment groups focused on exploring in music and movies, anger management, and substance abuse. Fifteen mediation groups were provided for the girls to engage in self-reflection and emotional regulation.

Substance Abuse Unit (SAU) provided drug education groups for which three sessions were provided to 12 residents.

Psychiatric Services: Five youth met with the psychiatrist to address their mental health needs which primarily focused on anxiety and irritable mood swings.

Medical Services: Health Screens – 3, Call Backs – 0, Doctor's visits – 24.

Volunteer Hours: We had 7 volunteers and a total of 12 hours volunteered.

Field Trips: Honors dorm went off campus to eat at the Taco Shack, Cheddar's and Churches Chicken.

June 2018 Detentions

	Alleged Delinquent Behavior																Total Delinquent	Violation of Court Order	Alleged CINS Behavior							Other Detentions				Total CINS	Total Other	Total Detentions																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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183 youth accounted for the 189 total referrals.



DISCUSSION ITEM B.



Juvenile Justice Alternative Education Program (JJAEP) Director's Report June 2018

Juvenile Justice Alternative Education Program – June 2018

On June 1st, JJAEP celebrated the close of the 2018-2019 school year with all staff.

On June 14th – 15th, JJAEP's Behavioral Specialist attended the *Tier II and III Restorative Practices Training*. This is a program JJAEP has implemented for the past two years. This program focuses on intensive and individualized supports for students with problematic and challenging behaviors in schools.

June 21st, JJAEP's Campus Administrator attended *Active Shooter Training* hosted by Council of City Governments and Dallas County.

June 22nd was the campus administrator's last day.

June 26th-28th, JJAEP's Campus Administrator and Behavioral Specialist attended the Team JJAEP annual conference held in Austin, TX. They presented a session on Restorative Discipline using data to show the positive impact on restraints and suspensions.



ACTION ITEMS

VI



ACTION ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services

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

MEMORANDUM

DATE: July 23, 2018
TO: Dallas County Juvenile Board
FROM: Mike Griffiths, Interim Director
RE: Re-Certification of the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility

Background of Issue

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

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

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

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

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

Current Texas Juvenile Justice Department (TJJD) contract regulations require Juvenile Departments who operate or contract for the operation of facilities to comply with TJJD's minimum standards for pre-adjudication juvenile detention facilities or TJJD standards for post-adjudication secure and non-secure correctional facilities, as appropriate, to receive Texas Juvenile Justice Department funding. The purpose of this brief is to ask the Juvenile Board to re-certify the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility as suitable for the confinement of children in accordance with the guidelines established by the Texas Legislature.

Impact on Operations

The Letot Residential Treatment Center Post-Adjudication Non-Secure Facility is located at 10503 Denton Dr., Dallas, Texas 75220. It provides long-term placement and supervision for up to 96 adjudicated girls, ages 13-17, who are deemed appropriate for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility by a Juvenile Court. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff, and medical services are provided by Parkland Hospital personnel. The facility is registered with the Texas Juvenile Justice Department (TJJD) as a non-secure residential facility.

Strategic Plan Compliance

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

Legal Information

The Texas Family Code requires each Judge of the Juvenile District Courts and a majority of the members of the Juvenile Board to personally inspect the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility, a non-secure correctional facility and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have State funding reduced or suspended. The current per diem cost for the Letot Residential Treatment Center is \$223.37 and, based on projections, the total FY'18 cost for operating the program is \$1,974.142.

Recommendation

It is recommended that the Dallas County Juvenile Board recertify the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Standards for non-secure correctional facilities.

Recommended by



Mike Griffiths, Interim Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July, 2018, 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 District Courts 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 District 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, the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility is located at 10503 Denton Dr., Dallas, Texas 75220; and

WHEREAS, the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility provides long-term placement and supervision for up to 96 adjudicated girls, ages 13-17, who are deemed appropriate for the Letot Residential Treatment Center Post Adjudication Non-Secure Facility by a Juvenile Court. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff, and medical services are provided by Parkland Hospital personnel. The facility is registered with the Texas Juvenile Justice Department (TJJD) as a non-secure residential facility; and

WHEREAS, each Judge of the Juvenile District Courts and a majority of the members of the Juvenile Board personally inspected the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility; and

WHEREAS, as a result of the personal tour and inspection, the Judges of the Juvenile District Courts and the Dallas County Juvenile Board deemed the Letot RTC 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*. 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board recertifies the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Standards for non-secure correctional facilities.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mike Griffiths, Interim Director
Subject: Approval of the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility

Background of issue:

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

§341.300 Policy and Procedure Manual.

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

(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual no later than the last day of the calendar month of the previous year's review, maintain documentation of this review, and update the manual as necessary.

§355.400 Policy, Procedure, and Practice.

The governing board of the facility shall require that written policies and procedures exist governing the operation of all non-secure juvenile correctional facilities in the county or district, as applicable.

Discussion:

The Juvenile Department is presenting the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility for review and approval of the Juvenile Board. The policies and procedures comply with the Texas Administrative Code (TAC) Chapter 355, Non-Secure Correctional Facilities. This manual includes the following significant changes:

1. Chapter 1, Section 3: Criminal History Searches (Deleted); this section was removed from TAC
2. Chapter 1, Section 4: Serious Incidents; Abuse, Neglect and Exploitation - amended to include submission requirements for internal investigation reports; requirement for Facility Administrator or designee to complete the parent notification requirements when residents are alleged victims of abuse, neglect, or exploitation, or the death of a juvenile; and requirement for supervisors to facilitate the resident's unimpeded access to TJJD when requested
3. Chapter 1, Section 4: Data Collection - amended to include the requirement for Facility Administrators or designee to submit quarterly reports and corresponding logs to the Quality Assurance Administrator by the 10th of the month following completion of the quarter

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

4. Chapter 1, Section 6: Personnel - amended to include updated disqualifying criminal history (in accordance with standard changes)
5. Chapter 1, Section 8: Training and Staff Development - amended to reflect required mandatory training topics for Juvenile Probation Officer (JPO) and Juvenile Supervision Officer (JSO) certification, and certification exam requirements for JSO certification; updated JPO requirement to 60 hours of continued training in a certification period to maintain certification; additional mandatory training requirements added for JSOs that were certified in another county
6. Chapter 2, Section 8: Secure Storage Areas - included facility procedure for collecting and storing residents' personal belongings
7. Chapter 2, Section 11: Fire Safety Plan; Emergency Preparedness Plan - included facility procedure when handling a bomb threat
8. Chapter 2, Section 13: Facility Maintenance, Cleanliness, and Appearance - updated to include monthly vermin/pest control and requirement for FA to review and follow up on work requests at least 1 time/week
9. Chapter 3, Section 5: Transportation - removed from previous section and added as its own separate policy
10. Chapter 3, Section 12: Supervision Requirements - Removed references to "primary control room" as this is not required in a non-secure facility; removed reference to "youth supervision supervisors" because Dallas County does not employ youth supervision supervisors, and this position is no longer referenced in the standard
11. Chapter 3, Section 19: Volunteers, Interns, and Mentors (VIM) - amended to include the revised disqualifying criminal history, in accordance with TJJD standard
12. Chapter 4, Section 9: Confidentiality - added to reflect standards
13. Chapter 5, Section 1: Visitation, Limitations on Visitation, Access to Attorney - added requirement for FA or designee to review and provide documentation for any resident's restrictions on visitation; added requirement to provide parent/guardian with a copy of the Parent Handbook with the visitation schedule
14. Chapter 5, Section 9: Residential Case Plan and Case Plan Review - removed and requirements included in Chapter 7 outlining JPO responsibilities
15. Chapter 5, Section 14: Experimentation and Research Studies - added prohibition for residents' participation in medical, psychological, pharmaceutical, or cosmetic experiments
16. Chapter 7, Sections 1-3: Case Plans, Risk and Needs Assessment and Juvenile Probation Officer Responsibilities - addition to indicate services provided by the JPOs

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 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility was reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed, and pending approval by the Juvenile Board at the next regularly scheduled annual meeting.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** standards published by the Texas Juvenile Justice Department (TJJD) mandate the Juvenile Boards to adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Juvenile Probation Officer to provide all employees with a copy of or access to the policy and procedure manual, review the manual no later than the last day of the calendar month of the previous year's review, maintain documentation of this review, and update the manual as necessary; and
- WHEREAS,** the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility is fully compliant with Texas Administrative Code Chapter 355, Non-Secure Correctional Facilities; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is safe, secure, and prepared, as evidenced by the strategy to leverage impact in the County by implementing best practices.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2018 Policies and Procedures Manual for the Letot Residential Treatment Center Post-Adjudication Non-Secure Facility.

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

DONE IN OPEN BOARD MEETING this 23rd day of July 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018

To: Dallas County Juvenile Board

From: Mike Griffiths, Director

Subject: Approval of Memorandum of Understanding with Child Advocacy Center to Participate in Multi-Disciplinary Treatment Team

Background of the Issue:

The Dallas County Juvenile Department continually strives to provide continuity of care for every youth. This is especially true for abused children. The Dallas Children's Advocacy Center (DCAC) has been identified as a leader in the community for responding to abused children and more recently victims of trafficking. The DCAC has been tasked with identifying, tracking and responding to youth that have been trafficked or youth identified as High-Risk victims. The DCAC provides a coordinated, multidisciplinary approach to the investigation, intervention, and treatment of the most severe cases of child abuses in our community.

The Multidisciplinary Team (MDT) coordinated through the DCAC is comprised of agencies that have agreed to abide by the Investigative protocol and is responsible for the investigation, treatment, and prosecution of child abuse cases in Dallas County. The MDT consists of Dallas Children's Advocacy Center staff, Texas Department of Family and Protective Services, Dallas County Law Enforcement Agencies, Dallas County District Attorney's Office, Children's Health, the University of Texas Southwestern Medical Center, Department of Pediatrics, and Dallas County Southwestern Institute of Forensic Sciences.

The Juvenile Department has a long history of collaboration with the Dallas Children's Advocacy Center (DCAC), including a recently federally-funded OJJDP grant for Youth with Problematic Sexual Behaviors coordinated through the University of Oklahoma Health Sciences Center.

Impact on Operations and Maintenance:

The Juvenile Department is requesting that the Juvenile Board approve an MOU in support of the Dallas Children's Advocacy Center and the Multidisciplinary Team investigative protocol.

Mr. Lynn Davis of the Dallas Children's Advocacy Center is the president and CEO of the Dallas Children's Advocacy Center, and is responsible for all aspects of the MDT efforts, including maintaining the confidentiality of individual information. Any questions or concerns regarding this MOU or the Investigative Protocol can be directed to him.

Mr. Lynn Davis
The Dallas Children's Advocacy Center 5351 Samuell Blvd Dallas, Texas, 75228
e-mail: ldavis@dcac.org

Strategic Plan Compliance:

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

Legal Impact:

The Juvenile Board approval is required for an MOU with the DCAC and the Dallas County Juvenile Department. Staff will work with the District Attorney's office to ensure that any needed releases and/or acknowledgment of the confidentiality of the data are secured. The agreement has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor.

The DCAC and Mr. Lynn Davis understand that juvenile records are confidential and will provide documents stipulating that the data will be confidential and that all research produced from this data would be aggregated in such a manner that individual identification would be impossible.

Fiscal Impact:

There will be no fiscal impact to the Juvenile Department.

Performance Measures:

There are no performance measures associated with this agreement. However, data will be collected

Project Schedule/Implementation:

The MOU will begin upon Juvenile Board approval and execution of any required releases.

Recommendation:

The Juvenile Department recommends that the Juvenile Board approve the request of the Dallas Children's Advocacy Center to enter into an MOU with the Dallas County Juvenile Department for the purpose of providing continuity of care for victims of trafficking or youth identified as High-Risk victims.

Recommended by:



Mike Griffiths, Director
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
Renaissance Tower
1201 Elm Street, 23rd Floor
Suite 2300-B

Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. Enforcement

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

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

[Signature]
Signature/Authorized Representative of Contractor

6.27.18
Date

President - CEO
Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dallas Children's Advocacy Center
Dallas, TX United States

Certificate Number:
2018-371040

Date Filed:
06/21/2018

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
JB-58
Multidisciplinary Investigative Protocol

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dallas Children's Advocacy Center	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Lynn M. Davis and my date of birth is 4-9-59
My address is 223 Mansfield Blvd Sunnyvale TX 75182 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas on the 27th day of June, 2018.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July 2018, 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 July 23, 2018, regarding the request to approve an MOU in support of the Dallas Children's Advocacy Center (DCAC) and the Multidisciplinary Team investigative (MDT) protocol; and
- WHEREAS,** the Dallas Children's Advocacy Center (DCAC) has been identified as a leader in the community for responding to abused children and more victims of trafficking; and
- WHEREAS,** the DCAC provides a coordinated, multidisciplinary approach to the investigation, intervention, and treatment of the most severe cases of child abuses in our community; and
- WHEREAS,** the Juvenile Department has a long history of collaboration with the Dallas Children's Advocacy Center (DCAC); and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County; and
- WHEREAS,** the Juvenile Department supports the Dallas Children's Advocacy Center and the Multidisciplinary Team investigative protocol.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board that the Dallas County Juvenile Board approve the request of the Dallas Children's Advocacy Center and Mr. Lynn Davis to enter into a Memorandum of Understanding with the Dallas County Juvenile Department for the purpose of providing continuity of care for child victims of trafficking.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director of Juvenile Services
Interim Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mike Griffiths, Interim Director
Subject: Approval of a Memorandum of Understanding with Youth 180 for the Evening Reporting Center

Background of Issue:

Youth 180, formerly known as Dallas Challenge, is a community-based organization committed to strengthening and improving the relationships of families through prevention services and substance abuse treatment. They also offer drinking and driving prevention programs, smart decision classes, truancy prevention program, and anger and conflict management classes. Youth 180 has been serving the Dallas community since 1984. Youth 180 currently has a contract with the Dallas County Juvenile Department to provide non-residential services such as outpatient substance abuse treatment, chemical assessments, intensive outpatient treatment, supportive outpatient treatment, and drug Intervention services for youth under probation supervision.

The Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, for youth on probation who are at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for drug education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD), to implement drug intervention programming from an outside vendor. The purpose of this brief is to request approval for the Juvenile Department to enter into a Memorandum of Understanding (MOU) with Youth 180 for drug intervention programming services at the ERC.

Impact on Operations and Maintenance:

Youth 180 will provide one drug intervention class each week, for a total of six sessions during the memorandum period. It is anticipated that a total of 16 youth be served during each session. Each class will be three hours in length. Each session will begin with the Cannabis Youth Treatment Series (CYT) curriculum that we use in our substance abuse treatment program to explore with youth the effects of specific drugs and the dangers in their use. The other programs that will be used during each session are: Pathways to Success, Alcohol Awareness, Conquering Conflict, and Smart Decisions. The program delivery will be at the Juvenile Justice Alternative Education Program building located at 1673 Terre Colony Court, Dallas, Texas 75212 for youth enrolled in the ERC.

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

Strategic Plan Compliance:

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

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

Legal Information:

The Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

Youth 180 will provide one session per week for one 6-week rotation at a cost of \$3,912. Additionally, Youth 180 will have a one-time startup cost of \$1,000, which includes \$540.00 for the Positive Action Curriculum guide and workbooks and \$460.00 for 3 Fatal Vision Goggles. The Juvenile Department will be invoiced after the conclusion of the 6-week rotation. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

The students participating in the Youth 180 Drug Intervention sessions will learn, through group discussions, about the effects of marijuana, alcohol, synthetic drugs, methamphetamines, benzodiazepines, and cocaine. Students will learn about the truancy laws and come to appreciate the value of education as it relates to future earnings. Students will learn about Texas Alcohol Laws, Laws in other States and Countries. Youth will experience various levels of intoxication through the use of the program Fatal Vision Goggles. Students will learn about anger management and teaches positive conflict resolution skills to young people. Students will learn how to identify their hot buttons and how to resolve conflicts without resorting to aggression. Students will be given information about tobacco, E-cigarettes, health risks, second-hand smoke and how to quit smoking. Students will learn about how HIV is spread, getting tested for HIV and myths about HIV/AIDS. The participants will learn how to decide what is right and how to make decisions that will not negatively affect their future. Students will learn healthy communication skills and healthy self-concept. Youth will learn about their 8 gifts/resources and how to effectively utilize them. Goal setting is introduced and youth will learn ways to have fun without the use of drugs.

Upon program completion, participants and parents will complete a survey designed by the Juvenile Department's research and statistics team. Six month and yearly performance measures reports are required by CJD based on the following three areas: 1) The number and percentage of youth that complete the program, 2) The recidivism rate during and six month after exiting the program, and 3) Scoring on the youth and parent satisfaction survey.

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research unit. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

Project Schedule/Implementation:

The programs will be implemented upon final execution of the Memorandum of Understanding. This agreement will be from July 23, 2018 to August 31, 2018.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Youth 180. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

YOUTH180

Evening Report Center Program Outline Dallas County Juvenile Department

	5:00 - 6:00	6:00-6:30	6:30 - 7:30	7:30 - 8:00
Week 1	Drug Education (marijuana), Group Process and Discussion	Dinner	Pathways to Success - Helps students appreciate the value of education and regular school attendance. Young people will learn about the truancy laws and come to appreciate the value of education as it relates to future earnings.	Wrap-Up Questions, Closure & UA's
Week 2	Drug Education (Alcohol), Group Process and Discussion	Dinner	Alcohol Awareness - Information is provided about Texas Alcohol Laws, Laws in other States and Countries. Youth experience various levels of intoxication through the use of our Fatal Vision Goggles.	Wrap-Up Questions, Closure & UA's
Week 3	Drug Education (Synthetic Drugs), Group Process and Discussion	Dinner	Conquering Conflict - Teaches anger management and positive conflict resolution skills to young people. Youth learn how to identify their hot buttons and how to resolve conflict without resorting to aggression.	Wrap-Up Questions, Closure & UA's
Week 4	Drug Education (Methamphetamines), Group Process and Discussion	Dinner	<div>Tobacco and its effects: Information about tobacco, E-cigarettes, health risks, second hand smoke and how to quit smoking.</div> <div>HIV/AIDS: Information on how HIV is spread, getting tested for HIV and myths about HIV/AIDS.</div>	Wrap-Up Questions, Closure & UA's
Week 5	Drug Education (Benzodiazepines), Group Process and Discussion	Dinner	Smart Decisions - Designed to deter youth from participating in theft, young people learn about the laws in Texas and consequences as well as viewing this behavior from the victim's perspective. The participants learn how to decide what is right and how to make decisions that will not negatively affect their future.	Wrap-Up Questions, Closure & UA's
Week 6	Drug Education (Cocaine), Group Process and Discussion	Dinner	Prevention Education - Teaches healthy communication skills and healthy self concept. Youth learn about their 8 gifts/resources and how to effectively utilize them. Goal setting is introduced and youth learn ways to have fun without the use of drugs.	Wrap-Up Questions, Closure & UA's

MEMORANDUM OF UNDERSTANDING
Between
Dallas County Juvenile Department
And
Youth 180
For
Evening Reporting Center

This Memorandum of Understanding (MOU), effective from July 23, 2018 to August 31, 2018, is entered by and between Youth 180 (formerly Dallas Challenge, Inc.) and Dallas County Juvenile Department (DCJD) along with the Evening Reporting Center (ERC).

INCORPORATED DOCUMENTS

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

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

ORDER OF PRECEDENCE

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

Youth 180, formerly known as Dallas Challenge has been serving the Dallas community since 1984.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

ASSURANCES

1. Youth 180 understands that under no circumstances should individuals working on behalf of Youth 180, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Youth 180 understands that the names of individual working on behalf of Youth 180, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of

Family and Protective Services.

3. Youth 180 understands that individuals involved in the Drug Intervention program on behalf of YOUTH 180 must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Youth 180 must ensure that staff involved in the Program, hold current certification in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Youth 180 understands that individuals working on behalf of Youth 180, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Youth 180 understands that individuals working on behalf of the Youth 180, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Youth 180 will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$4,912.00 from its Office of the Governor, Criminal Justice Division (CJD) Grant to support Youth 180.
10. Total payment for FY2018 will not exceed five thousand dollars (\$5,000). County's payment will be due to Youth 180 after each six week session or no later than August 31, 2018. At the conclusion of the fiscal year, Youth 180 will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to Youth 180 upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to Youth 180 within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Youth 180 agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Youth 180 agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. Youth 180 understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Youth 180 agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.

17. The Term of this Agreement shall be from July 23, 2018 to August 31, 2018.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

CERTIFICATE OF INTERESTED PARTIES 1295

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

INSURANCE

It is Youth 180's responsibility to ensure that it has and maintains the following insurance policies with the limits specified being the minimum:

Comprehensive General Liability (CGL) – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate inclusive of the following: Personal, Advance Injury or Death, Medical Expenses, Damages to Premises and Products/Completed Operations.

Comprehensive Automobile Insurance (CAI) – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

Workers Compensation or Employers Liability (if more one employee or more) – Per State Statute or \$500,000 per employee each accident, each disease, etc.

Professional Liability Insurance (Errors and Omission) if performing counseling, medical or services requiring a license – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

Optional Insurance:

Umbrella (Excess) Liability – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

INDEMNIFICATION

Youth 180, 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 Youth 180 in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAWS AND VENUE

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

All statutes and law stated herein shall be updated as amended.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

In 2017, the Texas Legislature adopted House Bill 89. The law states that a governmental entity or state governmental entity may not enter into certain contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.

The signing and executing of this Agreement by the person or persons on behalf of their respective governmental entity, state governmental entity or company serves as verification.

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY JUVENILE BOARD:

BY: _____
Mike Griffiths, Interim Executive Director
Dallas County Juvenile Department

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

APPROVED AS TO FORM:

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

CONTRACTOR'S NAME:

BY: _____
Tim James
Youth 180, CFO

ATTACHMENT A
Contract Specifications for

Youth 180 – Drug Intervention Program

July 23, 2018 to August 31, 2018

I. **COST: \$4,912.00**

II. **PROGRAM SCHEDULE:**

- A. Service Week: Once per week (6 weeks total)
- B. Service Hours: 5:00pm to 8:00pm (3 hours)
- C. Service Delivery Location: 1673 Terre Colony Ct. Dallas, TX 75212

III. **PROGRAM COMPONENTS**

- A. Drug Education curriculum

Frequency: One session per week, in 6-week rotations - 3 hours' time frame
- B. The program covers the fundamentals of drugs, marijuana, alcohol, synthetic drugs, methamphetamines, benzodiazepines, and cocaine. All topics covered in a group process and discussion.

IV. **PROGRAM MECHANICS**

- A. Length of stay: N/A
- B. Holiday Schedule: various based on needs
- C. Summer Schedule: time frame adjusted from June through August
- D. Transportation: N/A
- E. Meals/Snacks: N/A

V. **DIRECT CARE STAFF**

All positions require:

- Outstanding communication skills
- Ability to collect UAs.
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

VI. **DRUG EDUCATION STAFF**

- Licensed Chemical Dependency Counselor (LCDC)

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
Renaissance Tower
1201 Elm Street, 23rd Floor
Suite 2300-B

Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

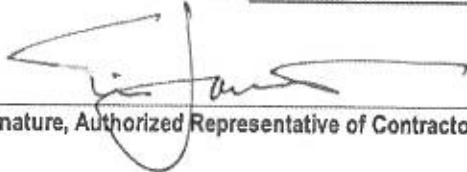
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

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

E. Enforcement

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

Contractor's Full Name: Youth 180, Inc.



Signature, Authorized Representative of Contractor

June 22, 2018

Date

President & CEO

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-370964

Date Filed:
06/21/2018

Date Acknowledged:

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

Youth 180, Inc
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-60
Drug Intervention Services

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.



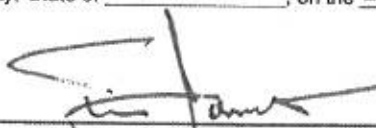
6 UNSWORN DECLARATION

My name is Tim James, and my date of birth is June 22, 1951.

My address is 7777 Forest Lane, Suite C-410, Dallas, Texas, 75230, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22nd day of June, 2018
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July 2018, 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,** Youth 180, formerly known as Dallas Challenge, is a community-based organization committed to strengthening and improving the relationships of families through prevention services and substance abuse treatment. They also offer drinking and driving prevention programs, smart decision classes, truancy prevention program, and anger and conflict management classes. Youth 180 has been serving the Dallas community since 1984. Youth 180 currently has a contract with the Dallas County Juvenile Department to provide non-residential services such as outpatient substance abuse treatment, chemical assessments, intensive outpatient treatment, supportive outpatient treatment, and drug Intervention services for youth under probation supervision; and
- WHEREAS,** the Dallas County Juvenile Department's Evening Report Center (ERC) operates as an alternative to detention in the Juvenile Justice Alternative Education Program building, located at 1673 Terre Colony Court, Dallas TX 75212, for youth on probation who are at risk for violating their terms of probation. The ERC aims to impart valuable life skills and provide a structured environment for drug education. At the ERC, the youth are involved in programs that emphasize educational activities, recreational programming, independent living, and emotional and social skills. The ERC received funding from the Office of the Governor, Criminal Justice Division (CJD), to implement drug intervention programming from an outside vendor. The purpose of this brief is to request approval for the Juvenile Department to enter into a Memorandum of Understanding (MOU) with Youth 180 for drug intervention programming services at the ERC; and
- WHEREAS,** the Youth 180 Drug Intervention program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and
- WHEREAS,** program delivery will be at the Juvenile Justice Alternative Education Program building, at 1673 Terre Colony Court, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; and
- WHEREAS,** Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; and

- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and
- WHEREAS,** Youth 180 will provide one session per week for one 6-week rotation at a cost of \$3,912. Additionally, Youth 180 will have a one-time startup cost of \$1,000, which includes \$540.00 for the Positive Action Curriculum guide and workbooks and \$460.00 for 3 Fatal Vision Goggles. The Juvenile Department will be invoiced after the conclusion of the 6-week rotation. The courses will be funded under FY2018 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. The financial information has been reviewed by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** the students participating in the Youth 180 Drug Intervention sessions will learn, through group discussions, about the effects of marijuana, alcohol, synthetic drugs, methamphetamines, benzodiazepines, and cocaine. Students will learn about the truancy laws and come to appreciate the value of education as it relates to future earnings. Students will learn about Texas Alcohol Laws, Laws in other state and counties. Youth will experience various levels of intoxication through the use of the program Fatal Vision Goggles. Students will learn about anger management and positive conflict resolution skills to young people. Students will learn how to identify their hot buttons and how to resolve conflict without resorting to aggression. Students will be given information about tobacco, E-cigarettes, health risks, second hand smoke and how to quit. Students will learn about how HIV is spread, getting tested for HIV and myths about HIV/AIDS. The participants will learn how to decide what is right and how to make decisions that will not negatively affect their future. Students will learn healthy communication skills and healthy self-concept. Youth will learn about their 8 gifts/resources and how to effectively utilize them. Goal setting is introduced and youth learn ways to have fun without the use of drugs; and
- WHEREAS,** the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. This will be monitored and captured by our research unit. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements; and
- WHEREAS,** this agreement is for July 23, 2018 until August 31, 2018.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Memorandum of Understanding with Youth 180. It is further recommended that the Dallas County Juvenile Board authorizes the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mike Griffiths, Interim Director
Subject: Substance Abuse Unit (SAU) – Application for Continuing Education Provider Approval for 2018

Background of Issue:

Dallas County Juvenile Department offers substance use treatment to youth referred for addictive or substance use behaviors. Currently, twenty six (26) Licensed Chemical Dependency Counselors (Drug Intervention Specialists) and Supervisors are providing these services to approximately 1,780 youth and families.

Historically, SAU has been designated as a Continuing Education Unit (CEU) Provider by the Texas Certification Board of Addiction Professionals. The certification designation allows designated staff to provide license-required CEUs through training and education to the Drug Intervention Specialists and Juvenile Supervision Officers (JSOs) throughout the Department. Bachelor level Licensed Chemical Dependency Counselors (LCDCs) are required to have 48 CEUs every renewal period and Master level LCDCs are required to have 24 CEUs every renewal period. This CEU certification includes, but is not limited to: Clinical Supervision, Ethics, Motivational Enhancement Theory, HIV/AIDS and other Communicable Diseases, Treatment Planning, Trauma Informed Care, Trends of Drug Use, and The Effects of Drugs on the Body. This certification must be renewed annually.

The purpose of this briefing is to request approval for SAU's renewal application to the Texas Certification Board of Addiction Professionals as a certified education provider.

Impact on Operations and Maintenance:

The Drug Intervention Specialists currently employed by the Dallas County Juvenile Department offered Substance Use Treatment and Assessment services to approximately 1,780 juvenile participants ages 13-17 during calendar year 2017. As a Continuing Education Provider, SAU will be permitted to provide trainings in which CEUs will be earned by current Licensed Chemical Dependency Counselors (LCDCs) within Dallas County. The certification of SAU as a Continuing Education Provider by the Texas Certification Board of Addiction Professionals allows Licensed Chemical Dependency Counselors to maintain necessary licensure to continue to serve the needs of the youth referred to the Dallas County Juvenile Department who need substance use treatment. An application for Continuing Education Provider Approval must be submitted annually.

Strategic Plan Compliance:

This request complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared* by providing substance use treatment programs for youth and families involved in the Juvenile Justice System.

Legal Information:

There will be no legal impact attributable to the Continuing Education Provider application approval for SAU.

Financial Impact/Considerations:

The total estimated cost for the SAU application for Continuing Education Provider is \$200.00. Funding is available through the Juvenile Department's general fund, line item 2150 – License and Permit Fees, in FY2018. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

The services provided by the Drug Intervention Specialists through the Dallas County Juvenile Department meet the needs of the youth referred to the department who need substance use treatment. There are currently twenty-six (26) Drug Intervention Specialists and Supervisors on staff who provide alcohol and drug use counseling to these youth. Additionally, Dallas County JSOs will also be able to receive training and education to apply towards their Texas Juvenile Justice Department certification.

Recommendation:

It is recommended that the Dallas County Juvenile Board authorize the Juvenile Department to submit the SAU Application for Continuing Education Provider by the Texas Certification Board of Addiction Professionals at a cost of \$200.00 for the annual application fee.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

TEXAS CERTIFICATION BOARD OF ADDICTION PROFESSIONALS

401 Ranch Road 620 South, Ste. 310

Austin, TX 78734

Telephone: (512) 708-0629 * Fax: (888) 506-8123 * Email: admin@tcbap.org

APPLICATION FOR CONTINUING EDUCATION PROVIDER RENEWAL

1523-98

Provider Number

Dallas County Juvenile Department

Name of Education Provider (Certificate will be issued in this name)

Dallas County Juvenile Department - Substance Abuse Unit

Business Name

414 South R. L. Thornton Freeway

Mailing Address

Dallas Texas 75203

City, State, Zip

414 South R. L. Thornton Freeway

Record Storage Address (Physical Addresses Only)

Dallas, Texas 75203

City, State, Zip

214.860.4371

Telephone Number

214.560.4318

Fax Number

shawnetta.garitt@dallascounty.org

Email

N/A

Company Website

Shawnetta Garitt - Watkins MA LPCS NCC LCPC MAC

Name of Continuing Education Coordinator, Credential(s)

Will this provider offer distance learning or independent study under this provider number?

YES ☒ NO ☐

I certify under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct. I have read the TCBAP Continuing Education Guidelines and Standards. If approved as a provider, I agree to follow them when offering continuing education credit.

Renewal 2018

The annual fee for Continuing Education Providers is \$200.00

Payments may be made by check, money order, purchase order or credit card. Mail your payment to:
TCBAP, 401 Ranch Road 620 South, Ste. 310, Austin, TX 78734.

Amt Enclosed: _____ Payment Type: ☐ Check ☐ Money Order ☐ Purchase Order ☐ Credit Card

Credit Card Information: ☐ AMEX ☐ DISC ☐ VISA ☐ MC Account # _____ Exp. _____

Name on Card: _____ Signature: _____

I authorize TCBAP to charge my credit card. I understand that my credit card statement will show charges in the amount of \$200.00 from "TAAP".

JUVENILE BOARD ORDER

ORDER NO: 2017-XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July, 2018, 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 July 23, 2018, regarding the request for SAU's Application for Continuing Education Provider Approval with the Texas Certification Board of Addiction Professionals, and a \$200 annual fee; and
- WHEREAS,** the Dallas County Juvenile Department currently offers drug treatment services through programs such as the Substance Abuse Unit; and
- WHEREAS,** the certification of SAU as a Continuing Education Provider by the Texas Certification Board of Addiction Professionals will allow SAU to provide training and education to Licensed Chemical Dependency Counselors (LCDC) and Juvenile Supervision Officers (JSO) currently on staff at DCJD; and
- WHEREAS,** the certification of a Continuing Education Provider by the Texas Certification Board of Addiction Professionals allows Licensed Chemical Dependency Counselors on staff with the Dallas County Juvenile Department to continue to serve the needs of referred youth; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the SAU – Application for Continuing Education Provider Approval and the \$200.00 annual application fee.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mike Griffiths, Interim Director
Subject: Diagnostic Assessment Services Amended Agreement with Juvenile Justice Alternative Education Program

Background of Issue:

A Request for Proposal (RFP): Special Education Services No. 2016-066-6603 was approved by Commissioners Court on October 18, 2016, giving authorization to the Dallas County Juvenile Justice Alternative Education Program (JJAEP) to assume management of the special education components to increase accountability and relatedly ownership of the provision of special education programming. On November 28, 2016, the Dallas County Juvenile Board approved an Inter-local Agreement (Court Order 2016-131) between Diagnostic Assessment Services (DAS) and JJAEP for the management of the special education programming which would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. The Juvenile Justice Alternative Education Program (JJAEP) contracted with Diagnostic Assessment Services (DAS) for the provision of supportive services for special population students enrolled in JJAEP.

The purpose of this brief is to request the Juvenile Board's approval for the JJAEP to amend the agreement with Diagnostic Assessment Services (DAS).

Impact on Operations and Maintenance:

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

RATES/SERVICES:

- JJAEP agrees to compensate DAS for expenses incurred. The maximum total not-to-exceed amount to be paid is \$41,220.00 for services provides a savings of \$8,244.00.

TERM:

- The Agreement is effective from August 13, 2018, through May 31, 2019. The Agreement covers the school year when youth are receiving services.

Strategic Plan Compliance:

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

Legal Information:

This information has been approved by Ms. Denika Caruthers, Administrative Legal Advisor.

Financial Impact/Considerations:

This information has been approved by Ms. Carmen Williams, Budget Services Manager. Invoices will be paid from JJAEP (7201) funds in an amount not to exceed \$41,220.00, a savings of \$8,244.00.

Performance Impact Measures:

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

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

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

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

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

Project Schedule/Implementation:

The term of this Amended Agreement shall begin on August 31, 2018, and end on May 31, 2019. This contract, unless terminated earlier under any provision hereof, may be renewed for up to three (3) additional one-year terms.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Diagnostic Assessment Services Amended Agreement with JJAEP.

Recommended by:


Mike Griffiths, Interim Director
Dallas County Juvenile Department

AMENDMENT NO. 1

**PROFESSIONAL SERVICES CONTRACT
FOR SPECIAL EDUCATION INSTRUCTIONAL, RELATED, AND/OR ASSESSMENT
SERVICES**

**BETWEEN
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND
THE DALLAS COUNTY JUVENILE BOARD
AND
DIAGNOSTIC ASSESSMENT SERVICES**

WHEREAS, pursuant to the Dallas County Charter School Board Order No: 2016-131 dated: November 28, 2016, Diagnostic Assessment Services (DAS) entered into a contract (the "Original Contract") with Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) for the purpose of providing Special Education Services to the youth enrolled in the Academy for Academic Excellence.

WHEREAS, the parties desire to extend the term of the Agreement and continue services as indicated in the original contract. Attachment A reflects the costs for the 2018-2019 school year.

WHEREAS, the original contract term was November 28, 2016 through August 31, 2018.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, DAS and DCJJAEP agree to amend the Agreement as follows:

1. Term

Paragraph listed below is added as follows:

This Agreement is effective August 13, 2018 for a one (1) year period through May 31, 2019, (the "renewal term", unless written notice of earlier termination is given by either party to the other in accordance with the terms of this Agreement. Prior to the expiration of the renewal term, either party may notify the other in writing of its intent to renew this Agreement or to renegotiate its terms. Each renewal is to be executed in the form of an amendment to the Agreement extending the Agreement period. A renewal may not cover more than one (1) year, and the total period of this Agreement, including the Initial Term and all renewals, may not exceed a maximum combined period of six (6) years.

2. COSTS

Attachment A reflects the rates/services for the 2018-2019 school year, as indicated in the original contract. Attachment A shall be amended as necessary to add additional services and/or to reflect any changes in costs for the subsequent school year(s).

3. OTHER TERMS

All other terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

**EXECUTED IN QUADRUPLICATE ORIGINALS, THIS
DAY
OF _____, 2018**

DALLAS COUNTY CHARTER SCHOOL BOARD

BY: Judge Cheryl Shannon, President
Dallas County Charter School Board

DIAGNOSTIC ASSESSMENT SERVICES

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

RECOMMENDED:

BY: Michael Griffiths, Interim Director
Dallas County Juvenile Department

APPROVED AS TO FORM:

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

ATTACHMENT A

2018 – 2019 RATES/SERVICES

- **RATES/SERVICES:**

JJAEP agrees to compensate DAS for expenses incurred. The maximum total not-to-exceed amount to be paid is \$41,220.00 for services provided.

- **TERM**

This Agreement is effective August 13, 2018 for a one (1) year period through May 31, 2019.

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

CONTRACT FOR SPECIAL EDUCATION CONSULTATION

BETWEEN

THE DALLAS COUNTY JUVENILE BOARD

AND

DIAGNOSTIC ASSESSMENT SERVICES

AND

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

1. PURPOSE:

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

2. TERM:

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

3. RELATIONSHIP OF PARTIES:

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

4. ENTIRE CONTRACT:

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

5. INCORPORATED DOCUMENTS:

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

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

6. ORDER OF PRECEDENCE:

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

7. SCOPE OF WORK:

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

1. Program Components:

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

2. Consultation

3. Representation at Meetings

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

8. OBJECTIVES:

Contractor agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and the Texas Juvenile Probation Commission and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance. The specific objectives of the consultation and services are to produce five basic outcomes, including identifying training topics, to provide intonation to staff, team support, disseminate JJAEP& Diagnostic Assessment Services RFP: 2016-066-6603 Contract Page3 information, and to measure the success of the program.

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

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

9. FUNDING AND FEES FOR SERVICES:

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

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

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

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

10. FACILITIES:

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

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

11. EQUIPMENT AND DURABLE GOODS:

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

12. STAFF:

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

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

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

13. PROGRAM EVALUATION:

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

14. REPORTING:

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

15. COORDINATION WITH HOME SCHOOL:

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

16. PROGRAM DOCUMENTATION:

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

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

17. COOPERATION:

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

18. HEALTH AND SAFETY STANDARDS:

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

19. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA):

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

20. ASSURANCES:

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

21. TERMINATION:

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

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

22. NOTICE:

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

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

Contractor
Dr. Natalie Davenport
Diagnostic Assessment Service
4100 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 972-243-6522
Email: ndavenport@spedservices.com

23. INDEMNIFICATION / LIABILITY:

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

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

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

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

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

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

24. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

25. SUBCONTRACTING:

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

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

26. TRANSPORTATION:

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

27. CHOICE OF LAWS AND VENUE:

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

28. AMENDMENTS AND CHANGES IN THE LAW:

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

29. SEVERABILITY:

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

30. SIGNATORY WARRANTY:

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

31. ENTIRE AGREEMENT:

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

32. BINDING EFFECT:

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

33. FEDERAL FUNDED PROJECT:

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

34. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

35. ASSIGNMENT:

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

36. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

37. SOVEREIGN IMMUNITY:

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

38. PREVENTION OF FRAUD AND ABUSE:

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

39. FISCAL FUNDING CLAUSE:

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

EXECUTED THIS 28 DAY OF November 2016.

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

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

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM:

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

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

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

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

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o. Dallas County Director of Human Resources and Title VI Coordinator
Renaissance Tower
1201 Elm Street, 23rd Floor
Suite 2300-B

Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. Enforcement

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

Contractor's Full Name: Diagnostic Assessment Services

Michelle Delacruz
Signature, Authorized Representative of Contractor

July 10, 2018
Date

Chief Clinical Officer
Title

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Diagnostic Assessment Services
Dallas, TX United States

Certificate Number:
2018-377785

Date Filed:
07/10/2018

Date Acknowledged:

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

JJAEF 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.

2016-066-6603

Amendment to Special Education Consultation Services

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michelle DelaGanzo, and my date of birth is 4/3/1973

My address is 4100 Alpha Rd Suite 1150 Dallas TX 75244
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 10 day of July, 2018
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, a Request for Proposal (RFP): Special Education Services No. 2016-066-6603 was approved by Commissioners Court on October 18, 2016, giving authorization to Dallas County Juvenile Justice Alternative Education Program (JJAEP) to assume management of the special education components to increase accountability and relatedly ownership of the provision of special education programming. On November 28, 2016, Dallas County Juvenile Board approved an Interlocal Agreement (Court Order 2016-131) between Diagnostic Assessment Services (DAS) and JJAEP for the management of the special education programming which would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. The Juvenile Justice Alternative Education Program (JJAEP) contracted with Diagnostic Assessment Services (DAS) for the provision of supportive services for special population students enrolled in JJAEP.

The purpose of this brief is to request the Juvenile Board's approval for the JJAEP to amend the agreement with Diagnostic Assessment Services (DAS); and

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

Change(s) to the Agreement include:
RATES/SERVICES:

- JJAEP agrees to compensate DAS for expenses incurred. The maximum total not-to-exceed amount to be paid is \$41,220.00 for services provides a savings of \$8,244.00.

TERM:

- the Agreement is effective from August 13, 2018, through May 31, 2019. The Agreement covers the school year when youth are receiving services; and

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

WHEREAS, this information has been approved by Ms. Denika Caruthers, Administrative Legal Advisor; and

WHEREAS, this information has been approved by Ms. Carmen Williams, Budget Services Manager. Invoices will be paid from JJAEP (7201) funds in an amount not to exceed \$41,220.00, a savings of \$8,244.00; and

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

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

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

1. Student data to include:

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

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

WHEREAS, the term of Amended Agreement shall begin on August 31, 2018, and end on May 31, 2019. This contract, unless terminated earlier under any provision hereof, may be renewed for up to three (3) additional one-year terms; and

WHEREAS, it is recommended that the Dallas County Juvenile Board approve the Diagnostic Assessment Services Amended Agreement with JJAEP.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Diagnostic Assessment Services Amended Agreement with JJAEP.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director of Juvenile Services
Interim Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mike Griffiths, Interim Director
Subject: Approval of Juvenile Justice Alternative Education Program Match Fund

Background of Issue:

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from The Governance Committee members which is made up of representatives from the 14 Independent School Districts and Region 10 Education Service Center staff.

Over the past few years' school districts have referred fewer discretionary students to the JJAEP. As the number of discretionary enrollments have decreased, revenue has decreased. However, the County has seen an increase in employee salaries and fringe yearly. To continue the financial health of the fund, it is necessary to set up county match funds to cover the rising cost of salaries in the JJAEP fund.

The purpose of this briefing is to seek approval to set up county match funds to cover deficits for the DCJJAEP budget beginning FY 2016 and moving forward.

Impact on Operations and Maintenance:

Beginning FY 2016, the Department has predicted a deficit in the yearly budget due to increased salaries and rent. The Juvenile Department's budget office, Office of Budget and Evaluation and the Auditor's office have agreed to maintain salary increases for employees coded to JJAEP fund (7201), therefore county match funds would be needed to cover negative balances beginning FY 2016 and moving forward.

Currently the fund has the following deficits:

FY 2016: -\$218,386.75
FY 2017: -\$232,881.29
FY 2018: estimate deficit of -\$520,062.46 (amounts are subject to change)
FY 2019: estimate deficit of -\$273,016.97

Match funds will need to be setup to address \$451,268.04 negative balance for previous fiscal years and about \$521,000 for the current fiscal year. Amounts for FY 2018 and FY 2019 are subject to change lower or higher than estimated deficits. Final numbers will be available yearly by the end of August.

*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 assisting with academic growth.

Legal Information:

Set up of the DCJJAEP County match funds requires the approval of the Juvenile Board.

Financial Impact/Considerations:

This request has been completed by Grants Audit and Ms. Carmen Williams, Budget Service Manager, and approved by Ryan Brown, Director of Budget and Evaluation.

Performance Impact Measures:

To comply with required spending guidelines and policies.

Project Schedule/Implementation:

The requested match funds will be implemented immediately after approval and will continue every fiscal year. Review of estimated match funds will be presented to the Juvenile Board during the yearly budget approval process and finalized by the Juvenile Department Budget Office and Grants Audit at the end of each fiscal year.

Recommendation:

It is recommended that the Juvenile Board approve setting up County match funds for Dallas County Juvenile Justice Alternative Education Program.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July 2018, 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 Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from The Governance Committee members which is made up of representatives from the 14 Independent School Districts and Region 10 Education Service Center staff. Information given from the school districts have indicated that discretionary youth will be kept in the district instead of referred to JJAEP. As the number of discretionary enrollments have decreased, actual and estimate revenue has remained constant or decreased yearly. However, the County has seen an increase in salaries and fringe yearly. To continue the financial health of the fund, it is necessary to set up county match funds to cover the rising cost of salaries in the JJEAP fund; and

WHEREAS, beginning FY 2016, the Department has predicted a deficit in the yearly budget due to increased salaries and rent. The Juvenile Department's budget office, Office of Budget and Evaluation and the Auditor's office have agreed to maintain salary increases for employees coded to JJAEP fund (7201), therefore county match funds would be needed to cover negative balances beginning FY 2016 and moving forward.

Currently the fund has the following deficits:

FY 2016: -\$218,386.75
FY 2017: -\$232,881.29
FY 2018: estimate deficit of -\$520,062.46
FY 2019: estimate deficit of -\$273,016.97

Match funds will need to be setup to address \$451,268.04 negative balance for previous fiscal years and about \$520,000 for the current fiscal year. Amounts for FY 2018 and FY 2019 are subject to change lower or higher than estimated deficits. Final numbers will be available yearly by the end of August.; and

WHEREAS, match funds will be implemented immediately after approval and will continue every fiscal year. Review of estimated match funds will be presented to the Juvenile Board during the yearly budget approval process and finalized by the Juvenile Department Budget Office and Grants Audit at the end of each fiscal year; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves setting up county match funds for the Dallas County Juvenile Justice Alternative Education Program.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018

To: Dallas County Juvenile Board

From: Mike Griffiths, Interim Director

Subject: Amendment to the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018: Letot RTC Cultural Experience and Incentive Program and Letot Center Cultural Experience and Incentive Program

Background of Issue

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs 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 September 25, 2017 meeting, the Dallas County Juvenile Board approved funding for internal programs for Fiscal Year 2018 (Court Order #2017-100).

The purpose of this brief is to request approval for additional funding for two YSAB internal program initiatives, the Letot RTC Cultural Experience and Incentive Program and Letot Center Cultural Experience and Incentive Program, which was recommended by YSAB on July 9, 2018.

1. Letot RTC Cultural Experience and Incentive Program: \$1,000

For Fiscal Year 2018, the Letot RTC Cultural Experience and Incentive Program was initially awarded \$6,150. The aim of this program is to assist youth in the facility to maintain positive behavior, while being exposed to new and exciting experiences. These funds are used for field trips, on-campus activities, and various other incentives. Not only does this encourage positive behaviors, the program also provides a well-rounded and enriching experience to youth residing at the Letot Residential Treatment Center. As of June 2018, the Letot RTC Cultural Experience and Incentive Program expended the entire allocation of \$6,150. The program requests an additional \$1,000 to enable the program to continue offering activities throughout the summer, along with providing meals and snacks during these engagements. If awarded the additional \$1,000, the total program budget will increase to \$7,150.

2. Letot Center Cultural Experience and Incentive Program: \$1,000

For Fiscal Year 2018, the Letot Center Cultural Experience and Incentive Program was initially awarded \$5,400. Along with enhancing the program's curriculum, this funding offers residents the opportunity to earn rewards during their stay at Letot Center. Funds from this award are utilized for closet items, store program incentives, activities and field

*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

trips, and meals and snacks offered during these activities. The aim of this program is to motivate youth to maintain positive behaviors, while being exposed to new and exciting experiences. As of June 2018, the program expended the entire allocation of \$5,400. The program requests an additional \$1,000 to enable the program to continue offering activities throughout the summer, along with providing meals and snacks during these engagements. If awarded the additional \$1,000, the total program budget will increase to \$6,400.

Impact on Operations and Maintenance

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

Strategic Plan Compliance

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

Legal Information

Approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds.

Financial Impact/Considerations

All initiatives related to this request will be supported by the Juror Fund (Funding Source 203-94065). The Letot RTC Cultural Experience and Incentive Program will receive \$1,000 and the Letot Center Cultural Experience and Incentive Program will receive \$1,000. The new allocations will bring the FY2018 total to \$325,635.60. This information has been reviewed by Ms. Carmen Williams, Budget Services 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.

Project Schedule/Implementation

All initiatives and programs will take place during fiscal year 2018.

Recommendation

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2018 in the amount of \$2,000. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX
DATE: July 23, 2018
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 23rd day of July, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs 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 September 25, 2017 meeting, the Dallas County Juvenile Board approved funding for internal programs for Fiscal Year 2018 (Court Order #2017-100); and

WHEREAS, the department requests approval for additional funding for two YSAB internal program initiatives, the Letot RTC Cultural Experience and Incentive Program and Letot Center Cultural Experience and Incentive Program, which was recommended by YSAB on July 9, 2018; and

WHEREAS, for Fiscal Year 2018, the Letot RTC Cultural Experience and Incentive Program was initially awarded \$6,150. The aim of this program is to assist youth in the facility to maintain positive behavior, while being exposed to new and exciting experiences. These funds are used for field trips, on-campus activities, and various other incentives. Not only does this encourage positive behaviors, the program also provides a well-rounded and enriching experience to youth residing at the Letot Residential Treatment Center. As of June 2018, the Letot RTC Cultural Experience and Incentive Program expended the entire allocation of \$6,150. The program requests an additional \$1,000 to enable the program to continue offering activities throughout the summer, along with providing meals and snacks during these engagements. If awarded the additional \$1,000, the total program budget will increase to \$7,150; and

WHEREAS, for Fiscal Year 2018, the Letot Center Cultural Experience and Incentive Program was initially awarded \$5,400. Along with enhancing the program's curriculum, this funding offers residents the opportunity to earn rewards during their stay at Letot Center. Funds from this award are utilized for closet items, store program incentives, activities and field trips, and meals and snacks offered during these activities. The aim of this program is to motivate youth to maintain positive behaviors, while being exposed to new and exciting experiences. As of June 2018, the program expended the entire allocation of \$5,400. The program requests an additional \$1,000

to enable the program to continue offering activities throughout the summer, along with providing meals and snacks during these engagements. If awarded the additional \$1,000, the total program budget will increase to \$6,400; and

WHEREAS, the current requests will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; 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, approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds; and

WHEREAS, all initiatives related to this request will be supported by the Juror Fund (Funding Source 203-94065). The Letot RTC Cultural Experience and Incentive Program will receive \$1,000 and the Letot Center Cultural Experience and Incentive Program will receive \$1,000. The new allocations will bring the FY2018 total to \$325,635.60. This information has been reviewed by Ms. Carmen Williams, Budget Services 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; and

WHEREAS, all initiatives and programs will take place during fiscal year 2018.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2018 in the amount of \$2,000. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mr. Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Dallas County Juvenile Board
From: Mr. Mike Griffiths, Interim Director
Subject: Any subsequent action deemed necessary as a result of IX – Personnel: Employee #37653

Background

Any subsequent action deemed necessary as a result of IX – Personnel: Employee #37653

Recommended by:

Mr. Mike Griffiths, Interim Director
Dallas County Juvenile Department



DISCUSSION ITEM VII.



DISCUSSION ITEM L.



Academy for Academic Excellence Director's Report June 2018

On June 1st, AAE celebrated the close of the 2017-2018 school year with all staff.

Summer School was held June 18-21 for all students in grades 5 and 8 in reading and math, as required by the state.

On June 21st, AAE district and campus administrators attended *Active Shooter Training* hosted by Council of City Governments and Dallas County in Richardson.

June 22nd was the campus administrators' last day.

June 25th -29th was testing week. All students who needed to take and pass the STAAR or End of Course (EOC's) were given the opportunity to re-test.

During June, AAE assisted eight families from the Food Bank and three families from the Clothing Closet.



ACTION ITEMS

VIII.



ACTION ITEM

M.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Academy for Academic Excellence Charter School Board
From: Mike Griffiths, Interim Director
Subject: Academy for Academic Excellence Policies and Procedures 2018-2019

Background of Issue:

The Academy for Academic Excellence established the policies by which schools operate. In carrying out the task of setting policy, the district identifies needs and establishes priorities for the school system, allocates financial and human resources among the priority areas, and evaluates school performance. The Policies and Procedures (P&P) and its updates are provided for educational purpose only to facilitate a general understanding of the law or other regulatory matter.

The purpose of this brief is to recommend the adoption of AAE's P&P for the 2018-2019 school year.

Impact on Operations and Maintenance:

The P&P provides specific boundaries for all staff to follow and ensures that the Academy for Academic Excellence is upholding policies and adopting procedures which maintain state and local compliance. The Academy for Academic Excellence ensures that all policies and procedures are followed. All staff must sign an Affirmation Statement ensuring they read, acknowledge and will comply with the policies and procedures set by AAE.

Strategic Plan Compliance:

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

Legal Information:

This information has been reviewed and approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor.

Financial Impact/Considerations:

The P&P does not have a direct fiscal impact.

Performance Impact Measures:

Comply with the state and local guidelines. AAE shall implement the policies and procedures, as required.

Project Schedule/Implementation:

The proposed policies and procedures will be implemented for the school year 2018-2019 and updated annually as state and federal laws mandate.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve AAE's Policies and Procedures, for the 2018-2019 school year.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 23rd day of July 2018, 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 Academy for Academic Excellence established the policies by which schools operate. In carrying out the task of setting policy, the district identifies needs and establishes priorities for the school system, allocates financial and human resources among the priority areas, and evaluates school performance. The Policies and Procedures (P&P) and its updates are provided for educational purpose only to facilitate a general understanding of the law or other regulatory matter.
- WHEREAS,** the P&P provides specific boundaries for all staff to follow and ensures that the Academy for Academic Excellence is upholding policies and adopting procedures which maintain state and local compliance. The Academy for Academic Excellence ensures that all policies and procedures are followed. All staff must sign an Affirmation Statement ensuring they read, acknowledge and will comply with the policies and procedures set by AAE; and
- WHEREAS,** this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system and assisting with academic growth; and
- WHEREAS,** this information has been submitted and approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor; and
- WHEREAS,** the P&P does not have a direct fiscal impact; and
- WHEREAS,** to comply with the state and local guidelines. AAE shall implement the policies and procedures, as required; and
- WHEREAS,** the proposed policies and procedures will be implemented for the school year 2018-2019 and updated annually as state and federal laws mandate; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve AAE's Policies and Procedures for the 2018-2019 school year.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Charter School Board approves the Academy for Academic Excellence Charter School Board approve AAE's Policies and Procedures for the 2018-2019 school year.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

Mike Griffiths, Interim Director
Dallas County Juvenile Department

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



ACTION ITEM

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Mike Griffiths
Interim Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: July 23, 2018
To: Academy for Academic Excellence Charter School Board
From: Mike Griffiths, Interim Director
Subject: Renewal of Interlocal Agreement with Odysseyware and Academy for Academic Excellence Charter School

Background of Issue:

On August 24, 2015, the Academy for Academic Excellence (AAE) Charter School Board approved the contract renewal between Odysseyware and AAE (Court Order 2015-101). Odysseyware is an online curriculum for public, charter and alternative schools. Odysseyware's learning management system is research based and offers proven core curriculum and assessments that are robust and targeted learning tools for teachers, administrators and students. This powerful learning curriculum has been used in a variety of instructional settings. The implementation of Odysseyware is ideal as a complete, stand-alone curriculum, or can be used for blended and flipped classrooms, alternative and special education, credit recovery, Response To Intervention (RTI), and much more. Core subjects include math, history and geography, science and language arts. Electives include Career Technical Education, business, fine arts, and health and world languages.

AAE is requesting to renew the Interlocal Agreement with Odysseyware for an additional three years using State-aid (7500) funding.

Impact on Operations and Maintenance:

The purchase of the Odysseyware program with enhancements including larger grade span of curriculum grades 3-12, customization of courses, facilitates credit recovery, remediation, self-paced instruction, engaging and timely – with links to videos and interactive content to enhance learning, will impact student achievement directly. Odysseyware offers a wide array of courses that fit perfectly into established Career & Technical Education (CTE) career clusters. The rigorous, media-rich CTE courseware prepares students for the workforce and post-secondary education.

Education Services secured three quotes to support the purchase, from the following:

- Odysseyware (dba Glynlyon, Inc.) - \$77,280.00 annually – this company offers an 8% annual discount with a three year agreement, it's currently in place at all campuses, all teachers have been trained, and no interruption in services to renew with this vendor. It offers credit recovery courses and courseware is available in Spanish.
- Edmentum - \$31,094.00 – annually – this program does not offer credit recovery options and courses are not offered in Spanish.
- Edgenuity - \$138,407.50 – annually – this program is not cost effective.

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

Legal Information:

The Odysseyware contract has been submitted and approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor.

Financial Impact/Considerations:

This information has been reviewed by Ms. Carmen Williams, Budget Services Manager. There will be no financial impact to the county as funds used for purchase will be from Education Services State-aid. Financial terms will be paid in three fiscal years: FY'19, FY'20, and FY'21.

Year 1 – (2018-2019) \$77,280

Year 2 – (2019-2020) \$77,280

Year 3 – (2020-2021) \$77,280

The governing law is the state of Arizona.

Performance Impact Measures:

Student improvement in overall grades, course percentage complete, credits earned, and/or credit recovery opportunities.

Project Schedule/Implementation:

The term of this contract shall be from September 1, 2018, to August 31, 2021.

Recommendation:

It is recommended that the Charter School Board approve the renewal of the Interlocal Agreement between Odysseyware and AAE.

Recommended by:



Mike Griffiths, Interim Director
Dallas County Juvenile Department

TERMS OF USE

By using or allowing others to use the software, materials, interactive features, and website associated with the Odysseyware® website ("Website"), you (the "User") are agreeing to be bound by these legal terms and conditions ("Agreement"). Any person interacting with the Website in any way, including but not limited to students, teachers, administrators, and parents, are Users for the purposes of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use this Website. If you are dissatisfied with this Website, any Website content, or the terms and conditions of this Agreement, you agree that your sole and exclusive remedy is to discontinue your use of this Website. You acknowledge and accept that your use of this Website is at your sole risk. You represent you have the legal capacity and authority to accept these Legal Terms and Conditions on behalf of yourself or any party you represent. Certain terms of this Agreement may not apply to your use of the Website however all applicable terms are nonetheless binding. As the parent of Odysseyware rightful owner of the Website, Glynlyon, Inc., ("Glynlyon") reserves the right to change or terminate the terms of this Agreement at any time and from time to time without any notice to you by posting said changes on the Odysseyware (<https://www.odysseyware.com/>) website. Any such changes are hereby incorporated into this Agreement by reference as though fully set forth herein.

A. General Provisions

1. Indemnification. You, the User of this Website, agree to indemnify and hold Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys' fees, arising out of this Agreement or in connection with any use of the Website including but not limited to any damages, losses, or liabilities whatsoever with respect to damage to any property or loss of any data arising from the possession, use, or operation of

the Website by the User or any customers, users, students, or others, or arising from transmission of information or the lack thereof connected with the Website described in this Agreement.

2. Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated at Glynlyon's sole discretion and without prior notice, by mutual written agreement between the parties, but not by the User. Glynlyon may suspend or terminate your access to the Website without prior notice and in Glynlyon's sole discretion and Glynlyon shall not be liable for any such suspension, termination, or deletion or its effects, including but not limited to interruption of business or education, loss of data or property, property damage, or any other hardship, losses, or damages. Glynlyon may unilaterally and without notice terminate this Agreement and/or your access to the Website if you or any other person or entity using the Website violates any provision of this Agreement. Glynlyon shall not be liable to you or to any third party for any termination. Upon termination you or any other person or party using the Website shall cease to use the Website at your sole cost and expense.

3. Updates. At its option, from time to time, Glynlyon may create updated versions of the Website and may make such updates available to you either for a fee or for free. Unless explicitly stated otherwise, any such updates will be subject to the terms of this Agreement including any amendments to this Agreement, to be determined in Glynlyon's sole discretion.

4. Proprietary Materials. All content available through the Website, including designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files, and their selection and arrangement ("Site Content"), as well as all software and materials contained in or related to the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You hereby agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such content or materials. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection,

compilation, recreation, database, or directory of Website materials is prohibited except as provided for herein. Use of Website content or materials for any purpose not expressly provided for herein is prohibited.

5. Disclaimer of Warranty. The Website is provided "as is", with all faults and without warranty of any kind. Glynlyon hereby disclaims all warranties with respect to the WEBSITE, either express, implied, or statutory, including but not limited to the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Glynlyon does not warrant, guarantee, or make any representations THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT OR THAT IT WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. You assume the entire risk as to the quality, results, and performance of the Website as well as the entire risk and cost of all service, repair, or correction. No oral or written information, advice, suggestions, or recommendations given by Glynlyon, its representatives, dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this Agreement and you may not rely on any such information, advice, suggestions, or recommendations. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights so some exclusions and limitations may not apply to you.

6. Limitation of Liability. You hereby agree that Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website; and even if Glynlyon has been advised of the

possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you.

7. Severability. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, Glynlyon may reform such provision to the extent necessary to make it effective, enforceable, and legal or such provision may be deemed severed and in either case this Agreement with such provision reformed or severed shall remain in full force and effect to the fullest extent permitted by law. Glynlyon's failure to enforce any part or portion of this Agreement shall not be considered a waiver by Glynlyon.

8. Controlling Law and Controversies. This Agreement shall be governed by the laws of the State of Arizona and of the United States. You understand and agree that use of the Website may involve interstate data transmissions which may be considered a transaction in interstate commerce under federal law. If any controversy or claim related to this Agreement cannot be solved by negotiation between the parties, the parties hereby agree to attempt in good faith to settle the dispute through mediation administered by a mutually agreed upon mediator in Phoenix, Arizona and in accordance with the Commercial Mediation Rules of the American Arbitration Association. If mediation fails to resolve the dispute, the parties hereby agree that the dispute shall be settled through arbitration administered by a mutually agreed upon arbitrator in Phoenix, Arizona and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision may award reasonable attorneys' fees to the prevailing party and judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

9. Entire Agreement. This Agreement constitutes the entire agreement between Glynlyon and the User relating to the subject matter hereof and supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any portion of this Agreement without Glynlyon's written permission. Glynlyon may assign all or any portion of this Agreement in Glynlyon's sole

discretion. No modification, amendment, waiver, termination, or discharge of any portion of this Agreement shall be binding unless executed and confirmed in writing by Glynlyon.

10. Export Prohibitions. Any export or attempt to export the software either partially or in its entirety, related to the Website is governed by United States law and the laws of the jurisdiction in which you reside. Any export of software related to the Website or any portion thereof in any way prohibited by law or regulations issued by agencies of the United States federal government is hereby prohibited. Portions of the Website may include restricted computer software. Neither the Website nor any portion thereof nor the underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any U.S. embargoed country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; or (c) to the U.S. Commerce Department's Denied Persons or Entities List or Table of Denial Orders. You hereby represent and warrant that you are not located in or the resident of any such country or on any such list.

B. End User Terms and Conditions

1. Ownership. This Website and all associated materials provided by Glynlyon are the solely owned or appropriately licensed property of Glynlyon. The Website is licensed, not sold, to you under the terms of this Agreement. Glynlyon does not sell any title, ownership right, or interest in or to the Website. By using this Website, you are agreeing only to a non-exclusive, nontransferable license to use, according to the terms of this Agreement, the Website and any software programs or other proprietary material of third parties that are incorporated into the Website. Glynlyon reserves and retains all applicable right, title, and interest (including but not limited to copyrights, patents, trademarks, and service marks and other intellectual property rights) in and to the Website and all associated materials. Any remuneration paid for this product constitutes a license fee for the use of the Website.

2. Use.

(a) The copying, reproduction, duplication, translation, reverse engineering, adaptation, decompilation, disassembly, reverse assembly, modification, or alteration of the Website or any portion thereof is expressly prohibited without the prior written consent of Glynlyon except as provided for herein. The merger or inclusion of the Website or any portion thereof with any computer program, and the creation of derivative works or programs from the Website or any portion thereof, is also expressly prohibited without the prior written consent of Glynlyon.

(b) Requests for permission to reproduce, duplicate, adapt, or otherwise exploit any portion of the Website should be submitted in writing to the Glynlyon address listed at the bottom of this Agreement. Any permissions granted shall be in the sole and exclusive discretion of Glynlyon.

(c) Neither the Website nor any part thereof may be rented, leased, sold, assigned, transferred, re-licensed, sub-licensed, or conveyed for any purpose. Any attempted rental, lease, sale, assignment, transfer, re-license, sub-license, conveyance, gift, or other disposition of the Website in violation of this Agreement is null and void. Any act or failure to prevent an act in violation of this Agreement may result in civil and/or criminal prosecution.

(d) Programs or software developed and/or owned by entities other than Glynlyon and included with or incorporated into the Website ("Third Party Software") is subject to and its use is governed by this Agreement. The use of Third Party Software except as for any purpose other than its intended use in conjunction with the Website is prohibited.

3. Registration and Identifying Information. You hereby represent and warrant that any and all information provided by you to Glynlyon shall be complete, true, accurate, and current in all respects and that you shall update any changes to information as soon as such changes occur. As related to your use of the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account and password. When providing any identifying information about students or minors, you hereby represent and warrant that you are authorized to provide such information and that you have read and agreed to the terms of the Privacy Policy included in this Agreement and associated with this Website.

4. Hosting Policy.

(a) Glynlyon may but is not obligated to provide database services to manage student records solely related to the use and application of the Website ("Hosting Services").

(b) Hosting Services provided by Glynlyon in connection with the purchase and use of the Website are included in any price paid for the Website and Glynlyon is not responsible nor will Glynlyon provide or offer any discounts or credits if you do not have adequate facilities or equipment to utilize the Hosting Services.

(c) You agree to exercise the utmost vigilance and care in protecting all information to be transmitted via Glynlyon's Hosting Services. Glynlyon is not responsible for any lost, stolen, or otherwise mismanaged data transmitted pursuant to this Agreement.

(d) Any and all information transmitted pursuant to this Agreement shall be subject to and covered by the indemnifications, liability limitations, and Privacy Policy included herein.

(e) Glynlyon reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Hosting Services (or any part thereof) with or without notice. Glynlyon shall not be liable to you, the User, or to any third party for any modification, suspension, or discontinuance of the Hosting Services, for your or any third party's use of the Hosting Services, or for any damages originating therefrom. In no event shall you be entitled to receive a rebate, refund, credit or reduction of any costs or fees which you agreed to pay for the Website.

5. Third Party Sites and Content. The Website may contain (or may send you through or to) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Glynlyon does not check such Third Party Sites and Third Party Content for accuracy, appropriateness, or completeness and Glynlyon is not responsible for any Third Party Sites accessed through use of the Website or for any Third Party Content posted on, available through, or installed from the Website,

including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Glynlyon. Although some computers may employ filtering software to prevent access to certain Third Party Sites, Glynlyon shall have no responsibility or liability whatsoever for any Third Party Sites or Third Party Content accessed through use of the Website.

6. User Conduct. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise created, used, posted, transmitted, or shared by you or others through you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Website to:

- (a) collect email addresses or other contact information of other users from the Website;
- (b) send unsolicited communications to other users of the Website;
- (c) ~~(a) take any unlawful or unauthorized actions or in any way damage,~~ disable, overburden, or impair the Website or the intellectual property rights owned or licensed by Glynlyon as described elsewhere herein;
- (d) upload, post, transmit, share, store, or otherwise make available any content that Glynlyon deems harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable in Glynlyon's sole discretion;
- (e) misrepresent yourself, your age, or your affiliation with any person or entity;
- (f) upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (g) (a) upload, post, transmit, share, store, or otherwise make publicly

- available through the Website any private information of any third party;
- (h) solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial, unauthorized, or unlawful purposes;
- (i) upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (j) intimidate or harass another;
- (k) upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- (l) use or attempt to use another's account, service, or system or create a false identity on the Website;
- (m) interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
- (n) upload, post, transmit, share, store, or otherwise make available content that infringes any proprietary rights of any party or defames, slanders, or libels any party, or otherwise violates any law of the United States or the jurisdiction in which you reside;
- (o) upload, post, transmit, share, store, or otherwise make available content that, in the sole judgment of Glynlyon, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose Glynlyon or its users to any harm or liability of any type;
- (p) facilitate or encourage any violations of this Agreement.

7. User Content. You are solely responsible for the profiles (including any name, image, or likeness), messages, notes, text, information, listings, and other content that you upload, publish, or display on or through the Website ("User Content"). Posting, transmitting, or sharing User Content through the

Website that you did not create, that you do not have the rights to, or that you do not have permission to post is prohibited. You understand and agree that Glynlyon may, but is not obligated to, review and may delete or remove (without notice) any User Content in its sole discretion, for any reason or no reason, including User Content that in Glynlyon's sole judgment violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Glynlyon. When you post User Content, you authorize and direct Glynlyon to make such copies thereof as Glynlyon deems necessary in order to facilitate the posting, storage, and use of the User Content. By posting User Content through any part of the Website, you automatically grant, and you represent and warrant that you have the right to grant, to Glynlyon an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

8. Customization Tool. Through your use of the Website, Glynlyon may provide you access to an application allowing for the creation, modification, and deletion of portions of the Website and its related curriculum ("Customization Tool"). Your use of the Customization Tool is wholly governed by this Agreement. You shall not use the Customization Tool to create any materials which infringe any proprietary rights of any party or defames, slanders, or libels any party, or any content that Glynlyon deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, or otherwise violates any law of the United States or the jurisdiction in which you reside. Glynlyon shall retain all right, title, and interest in and to all materials originally provided as part of the Website. You shall not own any right, title, or interest in or to any material created through

the use of the Customization Tool nor may you rent, lease, sell, assign, transfer, re-license, sub-license, convey, gift, or otherwise dispose of any material created through the use of the Customization Tool. Glynlyon shall own all right, title, and interest in and to any material created through the use of the Customization Tool unless such materials defame, libel, slander, or infringe or otherwise violate the rights of any third party or are unauthorized in Glynlyon's sole discretion. Glynlyon hereby disclaims for all purposes and in all circumstances any responsibility or liability for any materials created through the use of the Customization Tool.

9. Technical Support. Glynlyon may provide technical support to you only for your use of the Website. You must have uninterrupted Internet access in order to receive technical support. Under no circumstances is Glynlyon obligated to provide technical support for the following issues:

- (a) Network issues such as Internet Service Providers, spy ware, viruses, loss of communication on the network and similar issues.
- (b) Hardware issues such as switches, hubs, modems, routers, firewalls and similar items.
- (c) Infrastructure issues such as power, electrical, or other instances beyond Glynlyon's reasonable control.
- (d) Issues not related to the use of the Website, as determined by Glynlyon in Glynlyon's sole discretion.

C. Third Party Notices

The Website may incorporate or have been created with the use of and in conjunction with Third Party Software. This Third Party Software may only be used in conjunction with the Website and you may not use this Third Party Software for any other purpose or with any other product or service at any time or for any reason.

Glynlyon Contact Information

Glynlyon, Inc.
Attn: Legal Department
300 North McKemy Ave.
Chandler, AZ 85226

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877-795-8904

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[Privacy Policy \(/privacy-policy\)](#)

[Terms of Use \(/terms-of-use\)](#)



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 (<https://www.instagram.com/teachodysseyware/>)

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PREPARING STUDENTS FOR COLLEGE, CAREER, & LIFE.

300 N. McKemy Avenue, Chandler, AZ 85226

ORDER FORM

Quote Number: QUO-02151-P9G5Z5

Date: 4/9/2018

Order Form Expiration Date: 5/9/2018

Education Consultant	Email	Phone	Fax
Kelly Homeward	khomeward@odysseyware.com	(480) 735-7888	866-465-1954
Contact and Billing Info:			
School:	Academy for Academic Excellence		Contact: Anita Connally
Address:	1673 Terre Colony Court		Phone: 2146895508
Address:	Dallas, TX 75212		Email: anita.connally@dallascounty.org
Training Contact:	Email:	Phone:	

Term Start Date	Term End Date
9/1/2018	8/31/2021

QTY	PRODUCT & SERVICES	START	END	YEARS	DISCOUNTED UNIT PRICE	TOTAL DISCOUNT	LINE TOTAL	MULTI TOTAL
120	Full Odysseyware Library (Renewal) - Concurrent	9/1/2018	8/31/2021	3	\$644.00	\$6,720.00	\$77,280.00	\$231,840.00

NOTES

Odysseyware Renewal Quote for 3 years, paid annually. An 8% discount has been applied to each year. Please sign the quote and return to Kelly Homeward at khomeward@odysseyware.com for invoicing. Thank you. Checks payable to Glynlyon, Inc.

(TERMS AND CONDITIONS)

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, the Customer authorizes and acknowledges that Odysseyware will invoice their account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: _____

Date: _____

Title: _____

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

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

B. Nondiscrimination Authorities

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
Renaissance Tower
1201 Elm Street, 23rd Floor
Suite 2300-B

Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. Enforcement

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

Contractor's Full Name: Glynlyon, Inc. dba Odysseyware

DocuSigned by:

Charles Mallon

Signature, Authorized Representative of Contractor
Charles Mallon

Chief Financial Officer

Title

June 19, 2018

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Glynlyon, Inc.
Chandler, AZ United States

Certificate Number:
2018-370090

Date Filed:
06/19/2018

Date Acknowledged:

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

Dallas County Juvenile Department

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

JB-59

Internet based learning management system and curriculum

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 UNSWORN DECLARATION

My name is CHRISTINE BECKER and my date of birth is 04-05-49

My address is 300 N. McKENRY AVE. SUN LAKES AZ 85226 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in MARICOPA County, State of ARIZONA, on the 19th day of JUNE, 2018.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: July 23, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 23rd day of July 2018, 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, on August 24, 2015, the Academy for Academic Excellence (AAE) Charter School Board approved the contract renewal between Odysseyware and AAE (Court Order 2015-101). Odysseyware is an online curriculum for public, charter and alternative schools. Odysseyware's learning management system is research based and offers proven core curriculum and assessments that are robust and targeted learning tools for teachers, administrators and students. This powerful learning curriculum has been used in a variety of instructional settings. The implementation of Odysseyware is ideal as a complete, stand-alone curriculum, or can be used for blended and flipped classrooms, alternative and special education, credit recovery, Response To Intervention (RTI), and much more. Core subjects include math, history and geography, science and language arts. Electives include Career Technical Education, business, fine arts, and health and world languages.

AAE is requesting to renew the Interlocal Agreement with Odysseyware for an additional three years using State-aid (7500) funding; and

WHEREAS, the purchase of the Odysseyware program, with enhancements, includes larger grade span of curriculum grades 3-12, customization of courses, facilitates credit recovery, remediation, self-paced instruction, engaging and timely – with links to videos and interactive content to enhance learning, will impact student achievement directly. Odysseyware offers a wide array of courses that fit perfectly into established Career & Technical Education (CTE) career clusters. The rigorous, media-rich CTE courseware prepares students for the workforce and post-secondary education.

Education Services secured three quotes to support the purchase, from the following:

- Odysseyware (dba Glynlyon, Inc.) - \$77,280.00 annually – this company offers an 8% annual discount with a three year agreement, it's currently in place at all campuses, all teachers have been trained, and no interruption in services to renew with this vendor. It offers credit recovery courses and courseware is available in Spanish.
- Edmentum - \$31,094.00 – annually – this program does not offer credit recovery options and courses are not offered in Spanish.
- Edgenuity - \$138,407.50 – annually – this program is not cost effective; and

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

WHEREAS, the ILA with Odysseyware and AAE has been submitted and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor; and

WHEREAS, this information has been reviewed by Ms. Carmen Williams, Budget Service Manager. There will be no financial impact to the county as funds used for purchase will be from Education Services State-aid. Financial terms will be paid in three fiscal years: FY'19, FY'20, and FY'21.
 Year 1 – (2018-2019) \$77,280
 Year 2 – (2019-2020) \$77,280
 Year 3 – (2020-2021) \$77,280
 the governing law is the state of Arizona; and

WHEREAS, student improvement in overall grades, course percentage complete, credits earned, and/or credit recovery opportunities; and

WHEREAS, the term of this contract shall be from September 1, 2018, to August 31, 2021; and

WHEREAS, it is recommended that the Charter School Board approve the renewal of the Interlocal Agreement between Odysseyware and AAE.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Charter School Board approves the Renewal of Interlocal Agreement between Odysseyware and Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 23rd day of July, 2018.

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:

 Mike Griffiths, Interim Director
 Dallas County Juvenile Department

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



EXECUTIVE SESSION IX.