




AGENDA
DALLAS COUNTY JUVENILE BOARD
Monday, October 22, 2018 5:00 PM
Letot Center
10505 Denton Drive, Dallas, TX 75220

FILED

2018 OCT 16 PM 2:30

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY  DEPUTY

- I. Call to Order
- II. Tour of Facilities – Letot Center and Letot RTC
Letot Center - 10505 Denton Dr., Dallas, Texas 75220
- III. Approval of Minutes
September 24, 2018
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. JJAEP Update
 - C. TJJD Notification concerning move of girls RDT Program to Letot Residential Treatment Center
- VI. Action Items - Juvenile Department
 - D. Certification of the Letot Center
 - E. 2018 Annual Review of the Letot Center Policies and Procedures Manual
 - F. Approval of Agreement with Behavioral Tech for Dialectical Behavior Therapy Training at the Letot Residential Treatment Center
 - G. Request to Amend the FY2019 Non-Residential Services Contracts
 - H. Approval of the Reimbursement Rate Structure for FY2019 Residential Services Contracts
 - I. Approval of the Reimbursement Rate Structure for FY2019 Non-Residential Services Contracts
 - J. Approval of Professional Services Contract for Residential Treatment: Positive Steps with Dallas County Juvenile Department
 - K. Ratification of Amendment to Contract with Dallas Children's Advocacy Center
 - L. Approval of Amendment to Contract with Succeeding at work
 - M. Approval of JDAI Spending Plan
 - N. Approval of Educational Experience Affiliation Agreement between Walden University, LLC and Dallas County Juvenile Department
- VII. Discussion Items - Charter School
 - O. Charter School Update
- VIII. Action Items - Charter School
 - P. Renewal of Annual School Board Liability Insurance for the Academy of Academic Excellence
- IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076 Subjects: Litigation Security Personnel Contracts

Notes:

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



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



APPROVAL OF MINUTES

III

MINUTES OF MEETING DATE: September 24, 2018

DALLAS COUNTY

TIME: 5:00 p.m.

JUVENILE BOARD

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

MEMBERS PRESENT:

Judge Cheryl Lee Shannon, Chairman
Commissioner John Wiley Price, Vice-Chairman
Judge Clay Jenkins
Dr. Connie Wilson
Judge Andrea Martin
Judge Craig Smith
Judge Andrea Plumlee
Judge Ken Molberg

MEMBERS ABSENT:

Judge Amber Givens-Davis

I. **Call to Order**

Judge Shannon, Chairman, noting there was a quorum at 5:00pm, called to order the Dallas County Juvenile Board meeting, held in the Henry Wade Juvenile Justice Center, 305th District/Referee Courtroom on the third floor, to order.

- Judge Shannon bestowed upon Mr. Mike Griffiths, Interim Director, a heartfelt farewell speech on the Board's behalf. Commissioner Price followed with the same sentiments on behalf of the Commissioners Court. Commissioner Price also acknowledged Judge Shannon for receiving the Ron J. Anderson, MD, Public Servant Leader Award.

II. **Approval of Minutes**

- Judge Andrea Plumlee moved and Judge Craig Smith seconded to approve the August 27, 2018, minutes. The motion passed unanimously.
- Judge Shannon abstained from voting, due to not being present for the August 27, 2018, meeting.

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

The Chairman noted there was no one present for public comments.

IV. **Discussion Items – Juvenile Department**

A. Director's Report

Mr. Griffiths began by acknowledging Ms. Sheryl Eagleton as the Assistant Director for the Juvenile Department and apologized to the Board and audience for the oversight in last month's meeting. Mr. Griffiths acknowledged Probation Officer John Jones for receiving the Employee of the month award. He also mentioned the Department had a successful Fire Drill and thanked the Safety team for their

efforts in orchestrating a well thought out exit route. Lastly, he informed the Board of the redesigned web page. Mr. Griffiths also reported that the fence at Lyle B. Medlock Residential Treatment Center was completed. He mentioned the reconstruction of units 7 and 8 at the facility, in particular removing the cinder blocks in order to increase space for an additional 24 beds. Mr. Griffiths also informed the Board that as soon as the fence was completed at the Letot Center, the Residential Drug Treatment Program for girls would be moved to the facility. Mr. Griffiths also mentioned that the Department is working with the Dallas County Community College District in terms of a variety of vocational skills training programs to be offered to the youth at Letot, Medlock, and Youth Village.

B. JJAEP Update

Mr. Griffiths referenced three data points presented in the packet and informed the Board that the Department would continue to monitor those areas and report to the Board in the meetings to come.

V. Action Items – Juvenile Department

C. Youth Service Advisory Board (YSAB) Juror Fund Recommendation for FY2019 and Memorandum of Understanding as follows: Dallas Chamber Symphony

Mr. Griffiths stated it was recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY'19 in the amount of \$119,042 and approve the Memorandum of Understanding with Dallas Chamber Symphony. It was further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

➤ Commissioner Price stated for the record the MOU is valued at 13, 842.00. He expressed his concerns with the metrics of the program. He inquired as to how the program is quantitatively measured. Mr. Griffiths replied this particular program is qualitative rather than quantitative. He stated the YSAB Board has established an AD-HOC committee who will look specifically at the metrics of all the programs. He added that Mrs. Denika Caruthers, Legal Advisor for the Juvenile Department, has formed a committee made up of the Department's staff to look at the program metrics as well and in the months to come, there should be improved targets in our application to the YSAB Board.

➤ Judge Smith moved and Judge Martin seconded to approve the YSAB Juror fund recommendation for FY2019 and MOU for Dallas Chamber Symphony. The motion passed unanimously.

D. Youth Services Advisory Board (YSAB) Juror Funds Recommendations for Internal Programs for Fiscal Year 2019

Mr. Griffiths stated the purpose of this request was to seek authorization to Fund the initiatives as recommended by YSAB in the amount of \$187,039.00, for the 23 internal programs listed in the brief that is included in the packet. He stated the programs are used for scholarships and wraparound funding for the essential needs of families.

➤ Commissioner Price asked for an explanation on how monies are appropriated for the programs. He specifically asked about the Crane Memorial fund. Ms. Leslie Gipson, Deputy Director of Administrative Services explained the Holiday fund is used by the Field Probation Officers, whose families are in need. She also stated that assistance is not limited to the child that the department is serving, but the entire family unit. Commissioner Price then asked for an explanation on how the Crane Memorial Fund is allocated. Ms. Carmen Williams, Budget Manager, explained that the "Holiday Fund", is for all the internal programs within the Department and the Crane Memorial Fund is for needs not covered by the Department such as school uniforms, household needs, etc. that the families cannot afford. She also explained that the Crane Memorial Fund is an emergency

fund and for that use only. She also stated that the Holiday and Crane Memorial Funds do not come out of Call Centers 5110-5119.

- Commissioner Prices requested the Department provide the Board with a report on how the Holiday Fund and Crane Memorial Fund monies are allocated.
- Commissioner Price moved and Dr. Connie Wilson seconded to approve the YSAB Juror Funds recommendations for Internal Programs for FY19 in the amount of \$187,039.00. The motion passed unanimously.

E. Letot Residential Treatment Center Contract for Treatment Services for Counties

Mr. Griffiths stated the Juvenile Department would like the Letot RTC to provide contracts for placement to other counties. The purpose of this request is to seek permission from the Juvenile Board to offer other juvenile departments the opportunity to contract for placement services of post-adjudication females at the Letot RTC. He explained the contract sets the cost at \$200.00 per day for each contract placement. The daily rate is based on suggested Texas Juvenile Justice Department specialized placement rate and average cost per day data, provided by the Juvenile Department's Budget Manager.

- Commissioner Price wanted to know if specialty services were included in the contract. Mr. Griffiths replied that the contract was for basic services and that there will be some specialty services anticipated, but that the Department is not accepting referrals for pregnant girls, as that would be an additional cost. Commissioner Price stated for the record that on behalf of the Board, the designee from the contracting county should initial Section 5.3 of the contract, which informs that additional service will incur an additional cost.
- Judge Clay Jenkins moved and Judge Smith seconded to approve the Letot Residential Treatment Center Contract for Treatment Services for Counties, and that the designee from the contracting county initial section 5.3 of the contract. The motion passed unanimously.

F. Approval of Revised Hill County Contract for Detention Services for FY2019

Mr. Griffiths stated the purpose of this request was to recommend Juvenile Board approval of the revised contract with Hill County to continue contracting for pre-adjudication detention beds from November 1, 2018, to October 31, 2019. He stated Hill County Juvenile Department will be responsible for the rate of \$140 per day for every youth detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

- Judge Smith moved and Judge Martin seconded the Approval of Revised Hill County Contract for Detention Services for FY2019. The motion passed unanimously.

G. Department of Counseling and Higher Education Affiliation Agreement with the University of North Texas and Dallas County Juvenile Department.

Mr. Griffiths stated the University of North Texas has requested that an Educational Experience Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from the University of North Texas participating in the Juvenile Department's Internship program within the Clinical Services Division. He stated that upon approval of the Juvenile Board, this agreement would be in effect for a term of one (1) year. Either party may withdraw from this Agreement upon giving thirty-day prior written notice with no impact to any student currently participating in the program.

No additional student may be assigned after such notice of withdrawal has been received. Mr. Griffiths also informed the Board that he and other members of the Administrative staff had contacted Dr. Camille Smith of Prairie View A&M University. She and her team committed to working with the Department in regards to interns. He also informed the Board that she and her delegates would visit the Department on November 2, 2018, to meet and discuss the terms of the Intern Agreement.

- Commissioner Price asked, "Who is going to monitor the program?" Ms. Sheryl Eagleton replied, Dr. John Pita, Deputy Director of Clinical Services. Dr. Wilson asked for clarity in regards to the contract stating there are no performance measure requirements. Mr. Griffiths assured the Board that would be discussed in the upcoming meeting with the university reps.
- Judge Plumlee moved and Commissioner Price seconded to approve the Education Affiliation Agreement with the University of North Texas and Dallas County Juvenile Department. The motion passed unanimously.

H. Renewal of Non-Residential Contracts for FY2019

Mr. Griffiths stated the purpose of this request was to seek authorization to renew the sixteen (16) recommended non-residential services contracts for utilization in FY2019. He stated prior to October 1, 2018, goals and objectives will be established for non-residential service providers for FY2019, using the performance data gathered during the evaluation process as a baseline. Service providers will be evaluated against this standard as part of the FY2019 evaluation process. Juvenile Department staff will provide technical assistance throughout FY2019 to ensure that the service providers understand the goals and objectives as well as the methods that will be used to evaluate their performance. The contracts being recommended for renewal will be funded from the Juvenile Department's budget (5110), and through grants provided by the Texas Juvenile Justice Department (TJJD).

- Commissioner Price stated that he has trepidation on how the programs, in particular Big Thought and Creative Solutions, are measured. Mr. Griffiths explained they are qualitative rather than quantitative in terms of outcomes. Byron Sanders, CEO of Big Thought addressed the Board and explained that they use the Social Skills Improvement System to measure the social and emotional improvements of the youth in the program. He also stated that many of the youth who have completed the program have gone to college and became productive citizens.
- Judge Shannon requested that Big Thought provide the Department and Board with the assessments and exit interviews that are used to measure the success rate of the program.
- After a lot of intense dialogue, Judge Shannon entertained a motion for approval.
- Judge Jenkins moved and Judge Smith seconded to approve the Renewal of Non-Residential Contracts for FY2019. The motion passed unanimously.

I. Renewal and Amendments for Residential Contract for FY2019

Mr. Griffiths stated it was recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the existing residential service contracts listed on Attachment 2 for FY2019. The Juvenile Department also recommends that the Juvenile Board approve the request to amend all existing residential services contracts to allow for contractor reimbursement for up to five (5) days when Dallas County youth are away from the facility due to medical or psychiatric hospitalization. He stated there are 14 providers up for renewal and that the information is found in the packet.

- Commissioner Price asked if all of the contractors are meeting the Department's expectations. Mr. Griffiths replied not all of them, and stated that the contractors that are not meeting the expectations are on a Performance Improvement Plan. He explained that some of the contractors have experienced low referral numbers because of the unique services they provide, which prevented them from meeting the court expectations. Mr. Griffiths stated that it is the hope of the Department that the Performance Improvement Plan will bring up the metrics for those that are not performing well. Commissioner Price wanted an explanation as to why the Department changed from three to five days in regards to holding a bed for a youth. Mr. Griffiths explained that there are times when a youth may have some severe medical needs that require treatment off-site, and to keep from losing the placement bed, it was best to change the number of days.
- Judge Jenkins moved and Judge Molberg seconded to approve the Renewal and Amendments for Residential Contracts for FY2019. The motion passed unanimously.

J. Approval of Memorandum of Understanding between North Texas Alliance to Reduce Teen Pregnancy (NTARuP) in collaboration with Planned Parenthood of Greater Texas and Dallas County Juvenile Detention Programs

Mr. Griffiths requested that the Dallas County Juvenile Board approve the Juvenile Department's MOU with Project NTARuPT in collaboration with PPGT from October 1, 2018, to September 30, 2019. The after-school Teen Pregnancy classes will take place in the Detention Center multi-purpose rooms in each unit. PPGT will provide 3-4 educators. The classes are 1 hour in length for 2 weeks at a time. The class size is limited to 10-12 youth and facilitated by one educator. This MOU is from October 1, 2018, to September 30, 2019. Project NTARuPT in collaboration with PPGT will provide groups as scheduled by the Dallas County Juvenile Department in the Dr. Jerome McNeil Jr. Detention Center.

- Commissioner Price moved and Judge Molberg seconded to approve the MOU between Project NTARuPT in collaboration with PPGT and Dallas County Juvenile Detention Programs.

K. Ratification of Contract with Jewish Family Service of Greater Dallas for FY2019

Mr. Griffiths stated that on February 19, 2018, the Juvenile Department applied for new program grant funding in the amount of \$83,100.71 from the Office of the Governor, Criminal Justice Division (CJD) for the Family Violence Intervention Program (FVIP) for FY2019. The Department is currently awaiting verification of the initial year grant award, and if approved, this grant would renew annually on a three-year grant cycle. He gave an overview of the program and requested that the Dallas County Juvenile Board approve the contract with Jewish Family Service for the Family Violence Intervention Program.

- Commissioner Price moved and Judge Plumlee seconded to approve the contract with Jewish Family Service for the Family Violence Intervention Program. The motion passed unanimously.

L. Juvenile Processing Offices: Dallas County Sheriff's Department and Duncanville Police Department

Mr. Griffiths requested that the Juvenile Board approve the additional Juvenile Processing Office for the Dallas County Sheriff's Department, School Resource Office (Room A1022), on the campus of Coppell Middle School West located at 2701 Ranch Trail, Dallas, Texas 75019. Additionally, the Juvenile Department also requested the Juvenile Board approve the renewal of the Juvenile Processing Office for the Duncanville Police Department, located at 203 E. Wheatland Rd., Duncanville, TX 75116, by approving the "Juvenile Processing Room" located in the lobby as a designated Processing Office. Mr. Griffiths pointed out that the metrics for each department was

included in the packet and that Ms. Leah Probst, Pre-Adjudicated Manager, inspected both sites and approved them for use.

- Judge Plumlee moved and Commissioner Price seconded to approve the Juvenile Processing Offices for Dallas County Sheriff's Department and Duncanville Police Department. The motion passed unanimously.

M. Approval of MOU between Dallas County Juvenile Department and Youth 180 for Evening Reporting Center

Mr. Griffiths requested that the Dallas County Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department (DCJD) and Youth 180 for the Evening Reporting Center. He also requested that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board. Mr. Griffiths gave a brief overview of the program noting that 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.

- Judge Smith moved and Judge Jenkins seconded to approve the MOU between DCJD and Youth 180 for ERC. The motion passed unanimously.

N. Approval of MOU between Dallas County Juvenile Department and Big Thought for Evening Reporting Center

Mr. Griffiths requested that the Dallas County Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Big Thought for Evening Reporting Center. Additionally, he requested that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board. Mr. Griffiths gave an overview of the program highlighting that Big Thought would provide one session per week for a total of thirty-three (33) sessions at a cost of \$150 per session for a total of \$4,950. The Juvenile Department will be invoiced after each six-week rotation or no later than September 30, 2019. The courses will be funded under FY2019 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. Ms. Carmen Williams, Budget Manager, had reviewed the financial information.

- Judge Jenkins moved and Judge Molberg seconded to approve the MOU between DCJD and Big Thought for ERC. The motion passed unanimously.

O. Approval of MOU between Dallas County Juvenile Department and Inspire U for Evening Reporting Center

Mr. Griffiths requested that the Dallas County Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Inspire U for the Evening Reporting Center. He additionally requested that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board. Mr. Griffiths gave an overview of the program highlighting that Inspire U Coaching and Educational Services for youth is a community-based organization committed to strengthening and improving the relationships of families through coaching, workshop seminars, and motivational speaking engagements that create opportunities inspiring men, women, and teens to develop vital life skills that empower personal growth and overall well-being. Mr. Griffiths informed the Board that Inspire U would provide one session per week in five 6-week rotations at a cost of \$1,000 per rotation for a total cost of \$5,000. He stated the Juvenile

Department is invoiced after the conclusion of each 6-week rotation and that the courses are funded under FY2019 grant Evening Reporting Center (7019) from the Office of the Governor, Criminal Justice Division, for a total not to exceed \$5,000. Ms. Carmen Williams, Budget Manager, had reviewed the financial information provided.

- Commissioner Price moved and Judge Plumlee seconded to approve the MOU between the Dallas County Juvenile Department and Inspire U for the Evening Reporting Center. The motion passed unanimously.

P. Approval of MOU between Dallas County Juvenile Department and Youth Advocate Programs, Inc. for Evening Reporting Center

Mr. Griffiths requested that the Dallas County Juvenile Board approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth Advocate Programs, Inc. for the Evening Reporting Center. Additionally, he also requested that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board. Mr. Griffiths noted that for over forty years, Youth Advocate Programs, Inc. (YAP) has provided outcome-driven and cost-effective alternatives to the institutionalization of high-risk, high-needs young people. YAP offers enduring life changing interventions for vulnerable youth as well as taxpayer savings and local employment opportunities. Their goal is to "Strengthen Communities One Biography at a Time." Mr. Griffiths informed the Board that The Dallas County Juvenile Department agrees to allocate funds in the amount of \$5,000 from the Office of the Governor, Criminal Justice Division, (Funding Source 7019) to support Youth Advocate Programs, Inc. This includes facilitating five 6-week rotations at a cost of \$1,000 per rotation for a total cost of \$5,000.

- Commissioner Price moved and Judge Jenkins seconded to approve the MOU between DCJD and YAP for ERC. The motion passed unanimously.

Q. Approval of ILA between Juvenile Justice Alternative Education Program (JJAEP) and Kipp Academy

- Judge Shannon stated for the record this Item had been tabled.
- Commissioner Price moved and Judge Plumlee seconded to recess as the DCJB. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee moved to convene as the Academy for Academic Excellence. The motion passed unanimously.

VII. Discussion Item - Academy for Academic Excellence Charter School (AAE)

R. AAE School Update

Mr. Griffiths informed the Board that programming as usual was taking place on all campuses. He stated there are four hundred and forty-two students enrolled. He also mentioned that one youth has graduated from the GED program thus far. Mr. Griffiths proudly announced that a recent graduate of the GED program had entered into the EMT program with the City of Desoto, Texas.

VIII. Action Items – AAE Charter School

S. Budget Amendment #1 for Academy for Academic Excellence

Mr. Griffiths requested that the Academy for Academic Excellence (AAE) School Board approve the additional budget amount of \$827,661 for FY2018 in state aid, any subsequent amendments, and funding with the Texas Education Agency (TEA) and Region 10, and the President of the School Board be authorized to accept additional funding by way of rollover funds and additional TEA payments.

- Commissioner Price moved and Judge Jenkins seconded to approve the Budget Amendment #1 for AAE. The motion passed unanimously.
- Judge Shannon entertained a motion to adjourn as the AAE
- Commissioner Price moved and Judge Plumlee seconded to adjourn as the AAE. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to reconvene as the DCJB. The motion passed unanimously.

IX. Executive Session – Juvenile Department

Judge Shannon stated there were no matters for the Executive Session for purposes permitted by Chapter 551, Open Meetings. Texas Government Code, Section 551.071 through Section 551.076. Subjects **Litigation: Personnel: Security: Contract.**

- Judge Plumlee moved and Judge Molberg seconded to adjourn as the Dallas County Juvenile Board. The motion passed unanimously.
- Meeting adjourned at 6:04 pm.



PUBLIC COMMENTS IV



DISCUSSION ITEMS V.



DISCUSSION ITEM A.

**DALLAS COUNTY JUVENILE DEPARTMENT
DIRECTOR'S REPORT
SEPTEMBER 2018**

The Juvenile Department recognized the outstanding Employee of the Month for September: Mr. Kedrick Smiths (Court Assessment).

PROBATION SERVICES DIVISION

The Community Service Restitution unit received a plaque of appreciation from community partner Hunger Busters on September 28th. This recognition was for being a dedicated community partner in the preparation of meals for students in the DISD.

Community Service Restitution (CSR) Update:

Throughout the month, six hundred and seventy-five (675) youth completed one thousand five hundred and fifty-nine (1,559) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated supervised community service restitution projects at the Chocolate Mint Foundation and Mesquite Trash Bash, which resulted in the completion of one hundred and forty-seven (147) CSR hours by twenty-five (25) youth during these special events.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **110** youth for psychiatric services during the month. A total of **110** psychiatric consultations were performed with **76** of those being follow-ups. Of the **34** initial psychiatric consultations performed: **22** resulted in no medication being prescribed, **12** had already been prescribed psychotropic medications and continued those, **0** youth were already prescribed psychotropic medication and the medication was discontinued, **0** were started on medication, and **0** youth refused evaluation.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

Hello autumn and good-bye summer! Although we have no special events or stories to share for September, I would like to say that we are truly grateful for the heart and commitment of our volunteers.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours August: Volunteers: **64**, Total Hours: **175**

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

Movie Nights: Revelation Road 2
Revelation Road: Black Rider

DETENTION			
DETENTION	AUG	SEP	YTD
Admissions	202	239	2049
Releases	200	203	2011
ADP	184	192	185
Detention Hearings	483	458	4342
TJJD/Placement Trips	8	11	81
Local trips	71	50	649
Youth transported	67	62	558
STARS	AUG	SEP	YTD
Admissions	3	1	30
Releases	1	7	31
Successful	1	6	27
Unsuccessful	0	1	4
Administrative	0	0	0
ADP	35	32	37

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: Brushworks has continued to work with our male and female residents about self-esteem, self-image, and overall personal wellness through their art program. The dorm of the month has also been established to recognize the dorm that has displayed positive behavior and pride in their dorms with Dorm #2 winning for September. We are in the process of naming a Hill Center mascot to promote the Wall of Fame that will highlight the positive actions of our residents and staff.

HILL CENTER			
	AUG	SEP	YTD
Admissions	28	27	315
ADP	32	34	37
Releases	39	26	320
Total Youth Served	69	57	351

Program Updates: With a focus placed on health and fitness, staff have developed exciting large muscle exercise activities for the residents. Residents who could not do 5 pushups are now doing 30, 40, and 50 at a time

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

Volunteer Services: 6 groups consisting of 18 individuals provided a total of 48.5 hours of service.

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.

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

Social Skills: Residents participated in anger management, problem solving, moral decision-making, positive peer interaction, teamwork, leadership through groups, team-building exercises, sports, self-esteem building and assignments. The residents learn the skills and practice application when they lead the group of peers.

MEDLOCK CENTER			
RTC	AUG	SEP	YTD
Admissions	7	8	110
Released	15	18	98
Successful	15	13	84
Unsuccessful	0	5	11
Administrative	0	0	3
ADP	67	58	57
Total Youth Served	78	71	151
START	AUG	SEP	YTD
Admissions	0	0	0
Releases	0	0	19
Successful	0	0	19
Unsuccessful	0	0	0
Administrative	0	0	0
ADP	1	0	4
Total Youth Served	0	0	19

Volunteer Groups:

Volunteers: Fifteen (15) volunteers provided a total of 56 volunteer hours.

- **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.

New Initiatives:

- On September 5, District 6 staff came out to tour our facility.
- On September 12, Ms. Medina (USDA Analyst) came out to conduct a surprise Food Service Facility Observation. Everything went well as expected, no concerns.

- On September 28, some of our staff went out to the Henry Wade Juvenile Justice Center to participate in the Staff Appreciation Event and Mr. Tabb, Probation Officer, won \$100.00 in the "Staff Appreciation Dress Contest Event.

Medical: In September, the Parkland Nurse Practitioner saw a total of 42 residents for sick call. There were a total of 14 transports by Medlock Staff, as follows:

- JDC Dental: Five (5) transports completed with a total of 17 residents seen
- JDC Psych: Two (2) transports completed with a total of 3 residents seen
- Parkland hospital: One (1) transport completed for a total of 1 resident seen
- Unscheduled Emergencies: Three (3) residents were transported to get emergency medical care.

Training: Ms. Terrell with DCJD Quality Assurance provided training on TJJD PREA Standards. Staff needing re-certification continue to do cross training and webinars training. Swing Shift staff were provided PREA Standards training by Supervisor Jernigan.

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 as a coping skill for everyday living. Groups rotate weekly.

Social Skills/Thinking Errors: Resident's incentive plans and behaviors are addressed with 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 weekly.

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 weekly.

Gang Intervention: Youth are educated in prevention, intervention, and suppression strategies to increase the probability of 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.

Family Training assists and provides parents with tools to manage their child's behavior with strategies and techniques that are specifically suited to meeting families' needs. Youth are joined by parents to discuss issues and ways to resolve past issues.

New initiatives: None

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.

YOUTH VILLAGE			
TOTAL	AUG	SEP	YTD
Admissions	20	7	81
Released	15	6	94
Successful	7	5	63
Unsuccessful	7	1	26
Administrative	1	0	5
ADP	36	39	42
Total Youth Served	53	45	133
YOUTHFUL OFFENDERS	AUG.	SEP	YTD
Admissions	0	0	0
Releases	2	0	4
Successful	1	0	3
Unsuccessful	1	0	1
Administrative	0	0	0
ADP	1	0	2
Total Youth Served	2	0	4

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: Students have hands-on training with professional chefs, learning to develop and prepare six complete meals, resulting in a certification that can be used on job applications and resumes. Course is instructed by Charles Plummer with Youth With Faces Organization.

PREP Program: PREP stands for Patience, Responsibility, Empathy and Partnership – the principles at the core of this structured curriculum designed to benefit both teen and dog. Youth are assigned a homeless dog to train, increasing the animal's adoption potential and teaching them valuable life lessons. Course is instructed by Jane Davidson with Eureka Paws.

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, credit cards, and loans. This course is instructed by Jason Speeded with Youth With Faces.

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 snacks and time in game room.

Weekly: A Student/Resident of the week is recognized for their exemplary behavior, school and program participation and overall improvement in targeting treatment goals.

LETOT CENTER

Community Initiatives: Non-Residential Services received 36 referrals to be addressed through the Letot Crisis Intervention and Aftercare Services Program. The following schools were visited by the Non-Residential Case Managers/Intake Probation Officers on 9/04/18 and 9/05/18: Celestino Soto Elementary, Raul Quintanilla Middle School, L.G. Pinkston High School, Anson Jones Elementary, Molina High School and Sunset High School. The purpose of the visits was to inform the schools about the services Letot provides.

Monthly Community Connection:

Residential: Health Screens – 23, Call Backs – 4 Doctor's visits – 47

LETOT CENTER			
RESIDENTIAL	AUG	SEP	YTD
Admissions	14	15	140
Releases	14	13	143
ADP	10	13	18
Total Youth Served	26	27	157
INTAKE ORIENTATION	AUG	SEP	YTD
Admissions	59	73	566
Releases	59	7	564
ADP	1	2	1
Total Youth Served	60	74	566

Volunteer Services: Faith-Based Volunteers: worship and religious study – 12 volunteers, 11.5 hours; Life Skills Volunteers: visiting and teaching - 22 volunteers, 13 hours; Special Events: Other – 0, for a total of 29 volunteers who provided 23 hours of volunteer service.

Clinical Services:

Residential Services: The clinical unit provided counseling to 18 residents, who benefitted from 65 individual and 29 family sessions. Zero (0) residents were referred for evaluation from the Parkland Medical Van and one (1) resident was referred to the department's psychiatry provider for further assessment. There were four (4) processing groups held for the females (12 residents) and four (4) groups were held for the males (8 residents). In addition, four (4) team staffing's were facilitated which included a total of 58 evaluations of the residents' needs and progress in the program. Additional consultations with staff (e.g., with Case Managers, JRO's, and Administration) included 127 discussions. Eleven crisis interventions were also managed.

Non-Residential Services: The clinical staff provided services to 10 clients from the Letot Non-Residential program which included 6 individual and 9 family counseling sessions. There were six crisis interventions managed and 16 hours of consultations to the program staff.

General Services: Over the month of September, the clinical staff provided 12 Letot Psychological Screens for the Intake Unit and two Psychological Assessments for long-term placement purposes. Family education and support was offered in the Parent/Youth Group for the Residential Services Unit and Non-Residential Unit on four Tuesday evenings. The group was attended by 43 parents, 33 youth and 16 siblings. Twenty-two hours were spent attending training and 22 hours providing and attending clinical supervision.

ESTEEM Court: The clinical staff facilitated two HOPE groups for the youth and three parent groups. The HOPE group included two clients and there were two parents in attendance at the parent group. In addition, clinical staff attended 6 hours of ESTEEM Court Hearings with Judge Cheryl Lee Shannon presiding.

LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS

Volunteer Groups:

Big Thought - Residents are learning how to play the bongos and art expression through painting.

St. John Church (Mr. Charles) - Residents are able to participate in Bible study and religious activities if they choose.

Enrichment Programs: Culinary Arts Program: Some of this month's culinary classes included learning how to garnish and cut vegetables and fruits for serving trays. Residents learned how to make Jamaican dishes. They also learned how to deep-fry foods (fish). The residents are still learning how to properly set tables with silverware and proper serving techniques. They are still tasked with

working through every detail of cooking, from knowing the ingredients needed, to writing the recipe, cooking and serving the meal. They will meet with their instructors on Mondays, Tuesdays, Thursdays and Fridays during the school year.

LETOT RTC			
	AUG	SEP	YTD
Admissions	2	2	42
Releases	2	2	28
ADP	30	31	23
Total Youth served	32	32	58

POETIC - Residents in Dorm 6 on levels 4 and 5 participated in the after-care program on Monday and Wednesday. The program offers daily programming with education, creative arts, employment readiness, life skills, therapy, mentorship, and case-management.

Horticulture: Gardening in the courtyard

Clinical Services:

All 32 residents received individual therapy (approximately 127.7 hours). Family therapy was offered to all families. Therapists provided family therapy to 21 families (approximately 23.75 client-contact hours) and 4 parents received parent therapy (4.25 client-contact hour). The clinical team provided parent group to 4 families (approximately 1.5 client-contact hours). The clinical Team also provided crisis intervention (approximately 32 client-contact hours) and clinic rounds (approximately 49.5 client-contact hours). Clinical rounds consist of each clinical team member engaging with the youth, checking in, and providing support throughout the day. Clinicians also consult with and check in with staff throughout the day, which facilitates continuity of care and clear and consistent communication (approximately 61.25 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Six My Life My Choice groups were provided to teach youth about trust, risky situations, substance abuse, self-esteem and health. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted eighteen art groups this month, which primarily focused on open studio, nontraditional self-portraits, exploring what is in their hearts, developing self-awareness, building self-esteem, developing safety, 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. Twelve coping skills group

were provided and focused on mindfulness, compromise, dealing with intense emotions effectively particularly Depression and Anger, and the role of self-care in managing emotions. 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. Twelve girl empowerment groups focused on self-esteem, trust, and supportive relationships. Twelve meditation groups were provided for the girls to engage in self-reflection and emotional regulation. In addition, three process groups were offered to residents to address interpersonal skills.

Substance Abuse Unit provided 4 drug education groups to a total of six residents.

Psychiatric Services: Three youth were referred to the psychiatrist to address mental health needs, which were primarily focused on complaints of fluctuating moods, irritable moods, panic attacks, impulsivity, hyperactivity, verbal aggression, sleep disturbance, and shortness of breath.

Medical Services: Health Screens – 2 Call Backs – 0, Doctor's visits – 34.

Volunteer Hours: We had 17 volunteers and a total of 24 hours volunteered.



DISCUSSION ITEM B.



Juvenile Justice Alternative Education Program (JJAEP)

Director's Report

September 2018

Director's Report for JJAEP– September 2018

Students and staff practiced in both a fire drill and a tornado drill.

September 17th kicked off the Hispanic Heritage Month. Students learned about significant people and experiences of the Hispanic Community.

The Dallas Chamber Symphony held their second performance for all of JJAEP and DRC students on September 19th. Students and staff thoroughly enjoyed the performance.

September 21st was an early release day. Students attended an assembly in the morning and heard from a guest speaker on the topic of sex trafficking. Teachers and staff participated in professional development in the afternoon. This was also the end of our first 6-weeks grading cycle. Students/parents received their reports cards on September 25th.

Teachers completed their first 6-weeks pre and post assessments in the core content areas. The data is used to align curriculum & assessments and drive instruction to increase student achievement.

Students with 90% or better on their cumulative behavior reports and at least \$1,200 JJ bucks attended a field trip to the Federal Reserve on September 27th.

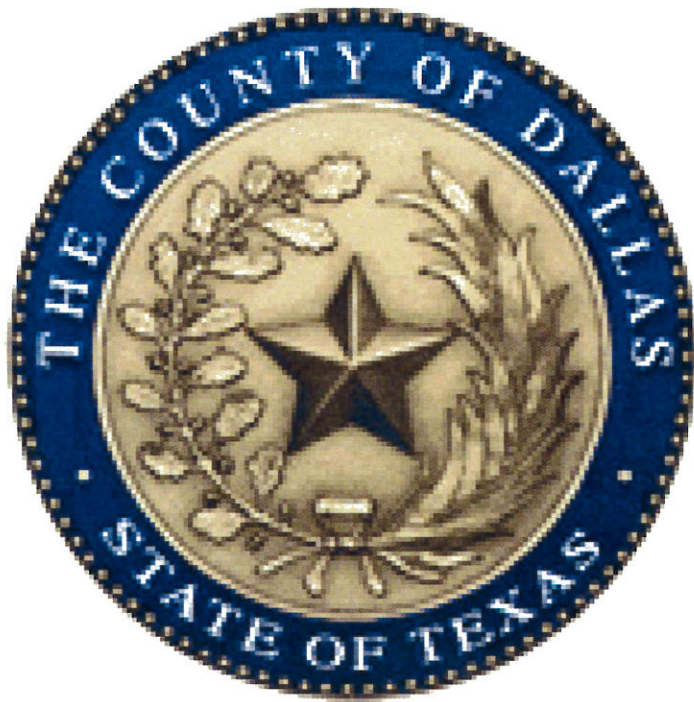
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT									
Student Enrollment as of:		10/1/2018		Total Enrollment:		62			
Students on Probation/Spv.:		39		62.90%					
OFFENSE STATUS									
Disc.:		16		25.81%		Mand.:		46	
						74.19%		Plmt.:	
								0	
								0.00%	
DEMOGRAPHICS									
Category					Category				
GENDER					DISTRICT	Number	Percent		
Male					CFB-904	6	9.68%		
Female					CHISD-904	0	0.00%		
52					83.87%		10		
16.13%									
GRADE	Number	Percent		Coppell-992	1	1.61%			
3	0	0.00%		Desoto-906	3	4.84%			
4	1	1.61%		DISD-905	10	16.13%			
5	1	1.61%		Duncanville-907	1	1.61%			
6	2	3.23%		Garland-909	14	22.58%			
7	7	11.29%		GPISD-910	9	14.52%			
8	8	12.90%		HPISD-911	0	0.00%			
9	22	35.48%		IRVING-912	7	11.29%			
10	8	12.90%		Lancaster-913	2	3.23%			
11	9	14.52%		Mesquite-914	5	8.06%			
12	4	6.45%		RISD-916	4	6.45%			
62					100.00%		Sunnyvale-919		
					0		0.00%		
					62		100.00%		
AGE	Number	Percent		ETHNICITY	Number	Percent			
10	2	3.23%		African American	22	35.48%			
11	2	3.23%		Asian	2	3.23%			
12	6	9.68%		Caucasian	8	12.90%			
13	6	9.68%		Hispanic	30	48.39%			
14	14	22.58%		Native American	0	0.00%			
15	11	17.74%		62		100.00%			
16	11	17.74%							
17	7	11.29%							
18+	3	4.84%							
62					100.00%				
OFFENSE DESCRIPTIONS					Number	Percent			
D-12	Serious Misbehavior				7	11.29%			
D-14	Misdemeanor Drugs				2	3.23%			
D-15	Felony Criminal Mischief				0	0.00%			
D-16	Court/County Placement				0	0.00%			
D-17	Assault Against Employee				2	3.23%			
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)				1	1.61%			
D-19	False Alarm/Terroristic Threat				4	6.45%			
D-20	300 ft. Rule				0	0.00%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary				0	0.00%			
M-01	Weapons/Firearms				10	16.13%			
M-02	Weapons other than Firearm				6	9.68%			
M-03	Aggravated Assault				6	9.68%			
M-04	Sexual Assault				0	0.00%			
M-05	Aggravated Sexual Assault				1	1.61%			
M-06	Arson				0	0.00%			
M-07	Murder Offenses/Manslaughter				0	0.00%			
M-08	Indecency with a Child				0	0.00%			
M-09	Aggravated Kidnapping				0	0.00%			
M-10	Felony Drugs				23	37.10%			
M-11	Retaliation Against Any Employee				0	0.00%			
M-12	Aggravated Robbery				0	0.00%			
P-16	Court Placement				0	0.00%			
					62	100.00%			
DETENTION; PLACEMENT or WARRANTS:					3	4.84%			
SPECIAL EDUCATION STUDENTS:					14	22.58%			
Avg. Daily Attendance:		49		82.73%		Cum. SY Daily Attendance:		47	
								82.84%	

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2018-2019 School Year

September began with 56 students and ended with 62 students enrolled at the Dallas County JJAEP. On average, there were 49 or 82.73% of the students attending on any given day. Of the 62 students enrolled at month's end, there were 16 discretionary referrals; 0 placement; and 46 mandatory referrals.



DISCUSSION ITEM C.



ACTION ITEMS

VI



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Certification of the Letot Center

Background of Issue:

Section 51.126 of the Texas Family Code, added and amended by 81st and 82nd Legislature respectively, sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board:

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

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

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

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

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

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

Impact on Operations

The Letot Center is located at 10505 Denton Dr., Dallas, Texas 75220, and provides temporary or emergency care services and supervision for up to 40 youth, ages 10-17, who are deemed appropriate for the Letot Center setting by the Court. Residents at the Letot Center are either awaiting court disposition, re-entry into the community, or awaiting transportation to a long-term placement facility. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community mentors. In FY2018, the Letot Center served 209 residential clients for an average length of stay of 35.9 days, and an average daily population of 19.86 residents. The facility is licensed by the Texas Department of Family and Protective Services (TDFPS).

Strategic Plan Compliance

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

Legal Information:

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

Financial Impact/Considerations:

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

Recommendation:

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

Recommended by:

Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER No: 2018-XXX
DATE: October 22, 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 22nd day of October, 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 Court and a majority of the members of the Juvenile Board to personally inspect the juvenile non-secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

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

WHEREAS, the Letot Center is located at 10505 Denton Dr., Dallas, Texas 75220, and provides temporary or emergency care services and supervision for up to 40 youth, ages 10-17, who are deemed appropriate for the Letot Center setting by the Court. Residents at the Letot Center are either awaiting court disposition, re-entry into the community, or awaiting transportation to a long-term placement facility. Educational, psychological and recreational services are provided by the Juvenile Department's professional staff. Medical services are provided by Parkland Hospital personnel. Spiritual, social and tutoring services are provided by dedicated community mentors. In FY2018, the Letot Center served 209 residential clients for an average length of stay of 35.9 days, and an average daily population of 19.86 residents. The facility is licensed by the Texas Department of Family and Protective Services (TDFPS); and

- WHEREAS,** each judge of the Juvenile Court and a majority of the members of the Juvenile Board personally inspected the Letot Center; and
- WHEREAS,** as a result of the personal tour and inspection, the Judges of the Juvenile Court and the Dallas County Juvenile Board deemed the Letot Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *maximize the effectiveness of the County's criminal justice resources*.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

Memorandum

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: 2018 Annual Review of the Letot Center Policies and Procedures Manual

Background of issue:

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

§341.300 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.

Discussion:

The Juvenile Department is presenting the Letot Center Policies and Procedures Manual for annual review and Juvenile Board approval. The Letot Center policies and procedures are fully compliant with the Texas Department of Family and Protective Services Minimum Standards for Residential Services, Chapter 745 and Chapter 748. The noted changes for 2018 are:

- The Revised and Next Review dates have been changed throughout.
- On the title page and in each section, "Approved by Dallas County Juvenile Board" date has been removed.
- On the title page, the Superintendent's name has been changed to Roddrick Armwood.
- The numbering has been corrected throughout.
- Policy 3.1, B. Procedures: The Program Manager's name, Kim Williams, was added to the Essential and Non-Essential Staff grid; the Superintendent's name was changed to Roddrick Armwood, and the Intake Assistant Administrator and Residential Assistant Administrator were removed.
- Policy 3.1, B. Procedures: The Assistant Intake Administrator was removed from the procedure involving staff use of the electronic calendar.
- The title section of Policy 15.1-15.10 was removed.

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

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

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

Legal Information:

The current changes to the 2018 Letot Center Policies and Procedures Manual were approved as to form by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers. A red line copy of the manual is available for review.

Recommendation:

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

Recommended By:



Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018 –XXX

DATE: October 22, 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 22nd of October, 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, Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Probation Officer to enforce and annually review those policies and procedures adopted by the Juvenile Board:

§341.300 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; and

WHEREAS, the Juvenile Department is presenting the Letot Center Policies and Procedures Manual for annual review and Juvenile Board approval. The Letot Center policies and procedures are fully compliant in accordance with the Texas Department of Family and Protective Services Minimum Standards for Residential Services, Chapter 745 and Chapter 748. The noted changes for 2018 are:

- The Revised and Next Review dates have been changed throughout.
- On the title page and in each section, "Approved by Dallas County Juvenile Board" date has been removed.
- On the title page, the Superintendent's name has been changed to Roddrick Armwood.
- The numbering has been corrected throughout.
- Policy 3.1, B. Procedures: The Program Manager's name, Kim Williams, was added to the Essential and Non-Essential Staff grid; the Superintendent's name was changed to Roddrick Armwood, and the Intake Assistant Administrator and Residential Assistant Administrator were removed.
- Policy 3.1, B. Procedures: The Assistant Intake Administrator was removed from the procedure involving staff use of the electronic calendar.
- The title section of Policy 15.1-15.10 was removed; and

WHEREAS, as a result of the Juvenile Board's tour and inspection on October 22, 2018, the Judges of the Juvenile District Courts and the Dallas County Juvenile Board deemed the Letot Center to be suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code; and

WHEREAS, the current changes to the 2018 Letot Center Policies and Procedures Manual were approved as to form by the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers; 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 Letot Center Policies and Procedures Manual.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Approval of Agreement with Behavioral Tech, LLC (BTECH) for Dialectical Behavior Therapy Training (DBT) at the Letot Residential Treatment Center

Background of Issue:

The Dallas County Juvenile Department was awarded a Regional Service Enhancement Projects grant via the Texas Juvenile Justice Department's (TJJD) Regional Service Initiatives program. The focus of this initiative is to assist departments with resources to further extend regionalization efforts and residential treatment capacity by providing specialized treatment services previously unavailable in the region. Specific grant provisions included, but were not limited to, trauma-informed treatment programs for moderate to high risk youth with multiple or high treatment needs, and treatment programs that may focus on specialized populations (such as young offenders, survivors of sex trafficking, etc.), or specialized programs targeted to areas of need such as substance abuse, mental health, or treatment for youth with aggressive behaviors.

The Letot Residential Treatment Center (Letot RTC), a long-term therapeutic residential facility designated for adjudicated females aged thirteen to seventeen who are identified as high-risk, offers evidence-based therapeutic interventions and services designated to treat high-risk young females with a variety of mental health issues and mood disorders. A majority of the girls served at the facility have extensive histories of complex trauma. Common types of trauma experienced include sexual abuse, physical abuse, emotional abuse, neglect, domestic violence, family conflict, suicidal ideation, hospitalizations, school related issues, and deviant behaviors. Therapists make use of a variety of therapeutic approaches in the context of individual and group and family therapy; one form of trauma-informed care is Dialectical Behavior Therapy (DBT).

DBT is an evidence-based treatment that is one of the most empirically supported trauma-based treatments for youth. This model teaches behavioral skill sets to clients including mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation through the use of individual therapy and training groups.

Presently, a large training gap exists amongst Letot RTC staff. While the clinicians at Letot RTC are comprehensively trained and have a solid foundation of trauma-informed care, the frontline staff, Juvenile Supervision Officers (JSO's) and their supervisors are required to attend a six-hour training course on trauma informed care as new hires, but are not adequately prepared for dealing with hands-on interaction and real-life scenarios. Therefore, it is imperative that JSO's and their supervisors obtain more in-depth hands-on training on the framework of dealing with youth who have experienced complex forms of trauma.

The purpose of the brief is to seek contract agreement approval for DBT training facilitated by Behavioral Tech, LLC (BTECH) at the Letot Residential Treatment Center.

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

Behavioral Tech, LLC, headed by the creator of DBT, Dr. Marsha Linehan, was founded in 2002 as a wholly-owned subsidiary of The Linehan Institute. BTECH trains mental health care providers and treatment teams who work with complex and severely disordered populations to use compassionate, scientifically valid treatments and to implement and evaluate these treatments in their practice setting. BTECH specializes in DBT training for mental health providers, agencies, and large systems, (behavioraltech.org).

Strategic Plan Compliance:

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

Legal Information:

The Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers, has approved the appended contract agreement as to form.

Performance Impact Measures:

The anticipated DBT training will allow Letot RTC frontline staff to obtain more in-depth hands-on training on the framework of dealing with high-risk residents who have experienced complex forms of trauma. In turn, Letot RTC will continue to implement the highest standards of trauma-informed care to all personnel in contact with the youth, thereby setting a model example to surrounding jurisdictions.

Financial Impact:

The anticipated DBT training, facilitated by BTECH, will be supported by the Texas Juvenile Justice Department's Regional Service Enhancement Projects grant. The total grant funding from TJJD is \$110,403.36, of which \$26,715 was allocated for training for the Letot RTC frontline staff. The allocated amount includes the training, trainer travel expenses, and all training materials. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Project Schedule/ Impact on Operations:

The Department has coordinated two 2-day back-to-back DBT Skills and Strategies training events for Letot RTC frontline staff. The DBT trainings are anticipated to take place December 10-11, 2018, and December 12-13, 2018, at the Letot Residential Treatment Center located at 10503 Denton Drive, Dallas, Texas 75220. Each anticipated training event will have a maximum of 25 participants, who will be trained for a total of 6.25 hours per day, with a two-day total of 12.5 training hours. This schedule will allow frontline staff availability with minimal disruption to work patterns.

Recommendation:

It is recommended that the Dallas County Juvenile Department approve the contract agreement with Behavioral Tech, LLC (BTECH) for Dialectical Behavior Therapy training for frontline staff at the Letot Residential Treatment Center.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department



Behavioral Tech

A Linehan Institute Training Company

behavioraltech.org | P: 206-675-8588 | 1107 NE 45th Street, Suite 230 Seattle, WA 98105

September 7, 2018

Mr. Ervin Taylor

Deputy Director of Institutional Services

Dallas County Juvenile Department

2600 Lone Star Drive, Box 5

Dallas, Texas 75212

Dear Mr. Taylor,

This shall serve as confirmation that Dallas County Juvenile Department (DCJD) is entering into an agreement with Behavioral Tech, LLC, (BTECH). Contingent upon both parties having signed this contract, BTECH will provide the following services:

INCLUDED TRAINING SERVICES:

Dialectical Behavior Therapy (DBT) Skills & Strategies for Front Line Staff			
Service or Product	Details	Units	Fee
Training Services			
DBT Skills & Strategies for Front Line Staff	<ul style="list-style-type: none"> Delivered onsite December 10th & 11th, 2018 Participants will be trained for a total of 6.25 hours per day Fee includes costs for one (1) trainer, including travel (reimbursements will be according to GSA rates only), applicable Continuing Education credits, and training binders/handouts for all participants. Maximum of 25 participants 	2 days (12.5 training hours)	\$13,357.50
DBT Skills & Strategies for Front Line Staff	<ul style="list-style-type: none"> Delivered onsite December 12th & 13th, 2018 Participants will be trained for a total of 6.25 hours per day Fee includes costs for one (1) trainer, including travel (reimbursements will be according to GSA rates only), applicable Continuing Education credits, and training binders/handouts for all participants. Maximum of 25 participants 	2 days (12.5 training hours)	\$13,357.50
Final Total – Training Services \$26,715.00			
In addition to the training costs listed above, the DCJD would be responsible for all the costs and preparations associated with hosting the Trainings. These costs and responsibilities will include, but are not limited to, the provision of training venues and appropriate audio visual equipment.			



DCJD ROLE

In order to support the success of the training, **DCJD** will commit the following to this engagement:

- Identify day-to-day contact from **DCJD** team who will provide 48-hour response to phone calls and emails.
- Select participants for the training
- Reserve meeting location

GENERAL TERMS

Behavioral Tech, LLC will be sending one (1) trainer for the training listed. Although trainer names may be provided prior to the event, Behavioral Tech reserves the right to replace the trainer with similarly qualified professionals, if necessary.

DCJD agrees to limit the training engagements to the maximum number of participants listed in the table above.

This training is intended for mental health professionals and frontline/clinical staff who:

- Want to understand their role in strengthening and generalizing the DBT skills clients are taught.
- Want to learn how to effectively coach and use behavioral rehearsal to strengthen and generalize DBT skills in milieu settings

All other terms or restrictions listed in the above table above also apply.

CONTINUING EDUCATION CREDITS *(for trainings where CEs are listed above)*

DCJD agrees to limit the training and consultation engagements to the maximum number of participants listed in the enclosed. In order for participants to be provided with the requested continuing education credits for the training, **DCJD** will need to follow specific set-up and event management instructions provided by **BTECH**. This shall include, but is not limited to: adherence to the posted training schedule, administering a strict sign-in and sign-out process for all participants according to provided instructions, and the timely remittance of necessary data and a return of the training sign-in and sign-out rosters to **BTECH** (within 10 days of the training). An identified administrator of these responsibilities and tasks must be assigned by **DCJD** prior to the training.

This training is to be scheduled from 8:30am to 4:30pm unless modified and confirmed by both parties.

USE OF BEHAVIORAL TECH MATERIALS

All materials that **BTECH** provides to **DCJD**, including, but not limited to, training and course materials, supporting documentation, information describing **BTECH** processes and techniques, and all other knowledge, plans, and information ("BTECH Materials") shall remain the sole property of **BTECH** or its affiliates. This letter of agreement does not grant **DCJD** any rights to display, reproduce, distribute, copy, keep, make derivative works from, or otherwise use any **BTECH** Materials, except as explicitly provided in this agreement.

After the above-listed trainings have occurred, **DCJD** shall return or destroy all **BTECH** Materials, except with a written agreement authorizing continued use.

AUDIO/VIDEO RECORDING



DCJD recognizes and agrees that BTECH has a strict policy that prohibits audio or visual recording of all aspects of training provided by BTECH trainers. DCJD further recognizes and agrees that recording without permission may result in a violation of DCJD confidentiality and may be subject to legal action.

AGREEMENT TERM

This agreement will terminate automatically upon completion of activities listed in section, **Included Training Services**.

The following sections shall survive expiration of this agreement, **Use of Behavioral Tech Materials and Payment**.

CANCELLATION POLICY

If DCJD fails to meet their obligations stated above or cancels the training after this letter of agreement has been signed, DCJD agrees to reimburse BTECH for all direct expenses incurred to the date of cancellation including but not limited to documented staff hours spent working on this event and any cancellation fees related to previously-booked travel.

If DCJD cancels with fewer than 30 days before the training, DCJD agrees to pay BTECH a \$2,000.00 USD cancellation fee in addition to these direct expenses. This cancellation fee will not apply if DCJD and BTECH mutually agree to reschedule the training to a later date, but will be required to pay any fees related to rebooking travel.

If the training is cancelled due to circumstances beyond the control of DCJD, such as a natural disaster or an act of terror, DCJD will not be liable for this cancellation. Rather, BTECH will work with DCJD to reschedule the training for an alternate date without a cancellation fee.

PAYMENT

A deposit of \$5,000.00 USD will be invoiced after final signatures and approval has been obtained for this agreement to secure the dates and services listed above. This deposit will be deducted from the invoice for the final Training.

An invoice for fees above will be submitted to DCJD 5 days after training is completed. Payment should be made in US Dollars to "Behavioral Tech, LLC" and fees/deposits are payable upon receipt of invoice. All detailed documentation (including for travel cost) must accompany the final invoice.

Failure to remit payment for an undisputed invoice within thirty (30) days of invoice date shall entitle BTECH to suspend work on the project and/or prevent future engagements. BTECH may charge DCJD interest at one half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, on any overdue amounts. Behavioral Tech, LLC agrees that a temporary delay in making payments due to the DCJD accounting and disbursement procedures shall not place them in default of this Contract and shall not render DCJD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.

DCJD will only be obligated to pay those funds to BTECH as specified and expended in accordance with this Agreement.



BTECH agrees to submit complete, fully documented and accurate itemized invoices with appropriate documentation in an approved format as required by DCJD.

NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the party who is to receive such notice, demand or request at the addresses set forth below.

DALLAS COUNTY JUVENILE DEPARTMENT

2600 Lone Star Drive, Box 5
Dallas, Texas 75212

BEHAVIORAL TECH, LLC

1107 NE 45th Street, Suite 230
Seattle, Washington 98105

ASSIGNMENT

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

INSURANCE

It is BTECH'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 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.

DCJD agrees to waive BTECH's responsibility to carry Comprehensive Automobile Insurance as BTECH represents that it does not own any automobiles.

INDEMNIFICATION

BTECH shall forever waive, release, indemnify, and hold harmless Dallas COUNTY, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits,



losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by BTECH, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "BTECH"), (2) BTECH's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during BTECH's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, BTECH, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless Dallas County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any 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 the Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. BTECH further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of BTECH's services by County shall not constitute nor be deemed a release of the responsibility and liability of BTECH, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by BTECH, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. BTECH shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

In event of claim of loss, damage or indemnity by County against BTECH, BTECH's liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

SOVEREIGN IMMUNITY

This Contract is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Practice and 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 Dallas County has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

REMEDIES



In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period may result in the automatic termination of this Contract.

ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT

This Contract may be modified or amended in writing, if the modification or amendment is signed by the party obligated under the amendment.

GOVERNING LAW AND VENUE

In providing Services required by this Contract, the parties must observe and comply with all licenses, legal certification, or inspections required for the Services, 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.

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.

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 A).

TITLE VI OF THE CIVIL RIGHT ACT OF 1964



Behavioral Tech

A Linehan Institute Training Company

Dallas 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 appended to this Contract. (Exhibit B).

The **Dallas County Juvenile Department** Invoice Addresses:

Email: Carmen.Williams@dallascounty.org
Phone: 214-698-4994
Billing Address: Budget Services, 2600 Lone Star Drive, Box 5, Dallas, Texas 75212
Reference/Purchase Order #:

Dallas County Juvenile Department 1295 Contract Identification Number: JB-67

Behavioral Tech Contract Number: 1723-TX18T

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the 5th day of October, 2018.

DALLAS COUNTY JUVENILE BOARD:

BEHAVIORAL TECH, LLC:

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

BY:  _____
Jeff West, Director of Client Services
Behavioral Tech, LLC

RECOMMENDED:

BY: _____
Darryl A. Beatty, Executive 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: Behavioral Tech, LLC


Signature, Authorized Representative of Contractor

8/29/18
Date

DIRECTOR, CLIENT SERVICES
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.

Behavioral Tech, LLC
Seattle, WA United States

Certificate Number:
2018-397608

Date Filed:
08/28/2018

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-67
Dialectical Behavior Therapy Training

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Marie Institute of Behavioral Technology	Seattle, WA United States	X	

5 Check only if there is NO Interested Party.

☐

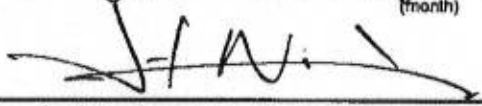
6 UNSWORN DECLARATION

My name is JEFF WEST, and my date of birth is 5/14/1973

My address is 1107 NE 45th St. Suite 230, Seattle, WA, 98105, USA
(street) (city) (state) (zip code) (country)

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

Executed in King County, State of Washington, on the 29th day of August, 20 18
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2018

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

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

PRODUCER The Partners Group Ltd 11225 SE 6th St. Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): (877) 455-5640 FAX (A/C, No): (425) 455-6727 E-MAIL ADDRESS: jnau@tpgrp.com
INSURED Marie Institute of Behavioral Technology DBA The Linehan Institute DBA: Behavioral Tech, LLC 1107 NE 45th St Ste 230 Seattle WA 98105	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Lloyds of London INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1802392	5/26/2018	5/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1802392	5/26/2018	5/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB624360	5/26/2018	5/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WA Stop Gap PHPK1802392	5/26/2018	5/26/2019	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		505701	5/26/2018	5/26/2019	Each Claim 1,000,000 Aggregate 3,000,000

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

Evidence of Insurance Only

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Kevin Lane/CCRUE

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 21, 2018

WA UBI No.	602 259 189
L&I Account ID	5152600
Legal Business Name	BEHAVIORAL TECH LLC
Doing Business As	BEHAVIORAL TECH LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2018 "11 to 20 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

JUVENILE BOARD ORDER

ORDER NO: 2018 –XXX

DATE: October 22, 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 22nd of October, 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 Department was awarded a Regional Service Enhancement Projects grant via the Texas Juvenile Justice Department's (TJJD) Regional Service Initiatives program. The focus of this initiative is to assist departments with resources to further extend regionalization efforts and residential treatment capacity by providing specialized treatment services previously unavailable in the region. Specific grant provisions included, but were not limited to, trauma-informed treatment programs for moderate to high risk youth with multiple or high treatment needs, and treatment programs that may focus on specialized populations (such as young offenders, survivors of sex trafficking, etc.), or specialized programs targeted to areas of need such as substance abuse, mental health, or treatment for youth with aggressive behaviors; and

WHEREAS, the Letot Residential Treatment Center (Letot RTC), a long-term therapeutic residential facility designated for adjudicated females aged thirteen to seventeen who are identified as high-risk, offers evidence-based therapeutic interventions and services designated to treat high-risk young females with a variety of mental health issues and mood disorders. A majority of the girls served at the facility have extensive histories of complex trauma. Common types of trauma experienced include sexual abuse, physical abuse, emotional abuse, neglect, domestic violence, family conflict, suicidal ideation, hospitalizations, school related issues, and deviant behaviors. Therapists make use of a variety of therapeutic approaches in the context of individual and group and family therapy; one form of trauma-informed care is Dialectical Behavior Therapy (DBT); and

WHEREAS, DBT is an evidence-based treatment that is one of the most empirically supported trauma-based treatments for youth. This model teaches behavioral skill sets to clients including mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation through the use of individual therapy and training groups; and

WHEREAS, presently, a large training gap exists amongst Letot RTC staff. While the clinicians at Letot RTC are comprehensively trained and have a solid foundation of trauma-informed care, the frontline staff, Juvenile Supervision Officers (JSO's) and their supervisors are required to attend a six-hour training course on trauma informed care as new hires, but are not adequately prepared for dealing with hands-on interaction and real-life scenarios. Therefore, it is imperative that JSO's and their supervisors obtain more in-depth hands-on training on the framework of dealing with youth who have experienced complex forms of trauma; and

WHEREAS, the Department seeks contract agreement approval for DBT training facilitated by Behavioral Tech, LLC (BTECH) at the Letot Residential Treatment Center; and

- WHEREAS,** Behavioral Tech, LLC, headed by the creator of DBT, Dr. Marsha Linehan, was founded in 2002 as a wholly-owned subsidiary of The Linehan Institute. BTECH trains mental health care providers and treatment teams who work with complex and severely disordered populations to use compassionate, scientifically valid treatments and to implement and evaluate these treatments in their practice setting. BTECH specializes in DBT training for mental health providers, agencies, and large systems, (behavioraltech.org); and
- WHEREAS,** this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and
- WHEREAS,** the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers, has approved the appended contract agreement as to form; and
- WHEREAS,** the anticipated DBT training will allow Letot RTC frontline staff to obtain more in-depth hands-on training on the framework of dealing with high-risk residents who have experienced complex forms of trauma. In turn, Letot RTC will continue to implement the highest standards of trauma informed care to all personnel in contact with the youth, thereby setting a model example to surrounding jurisdictions; and
- WHEREAS,** the anticipated DBT training, facilitated by BTECH, will be supported by the Texas Juvenile Justice Department's Regional Service Enhancement Projects grant. The total grant funding from TJJD is \$110,403.36, of which \$26,715 was allocated for training for the Letot RTC frontline staff. The allocated amount includes the training, trainer travel expenses, and all training materials. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** the Department has coordinated two 2-day back-to-back DBT Skills and Strategies training events for Letot RTC frontline staff. The DBT trainings are anticipated to take place December 10-11, 2018, and December 12-13, 2018, at the Letot Residential Treatment Center located at 10503 Denton Drive, Dallas, Texas 75220. Each anticipated training event will have a maximum of 25 participants, who will be trained for a total of 6.25 hours per day, with a two-day total of 12.5 training hours. This schedule will allow frontline staff availability with minimal disruption to work patterns; and
- WHEREAS,** the Juvenile Department recommends approval of the contract agreement with Behavioral Tech, LLC (BTECH) for Dialectical Behavior Therapy training for frontline staff at the Letot Residential Treatment Center.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the contract agreement with Behavioral Tech, LLC (BTECH) for Dialectical Behavior Therapy training for frontline staff at the Letot Residential Treatment Center.

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Request to Amend the FY2019 Non-Residential Services Contracts.

Background of the Issue:

The Dallas County Juvenile Department historically contracts with community-based providers for non-residential services. On September 24, 2018, the Juvenile Board approved the Juvenile Department's request to renew the existing contracts for FY2019 (Order No. 2018-097).

The Texas Juvenile Justice Department's State Financial Assistance Contract requires that Juvenile Department contracts with private service providers that are paid in whole or in part with state funds have specific contract language. A review of the existing non-residential services contracts revealed absent contract language requiring the contractor to use Generally Accepted Accounting Principles (GAAP) and language that requires the separate accountability for receipt and expenditure of state funds. That same review process revealed the need to clarify how reimbursements for services will be made in situations wherein documentation of services delivery is inadequate. This briefing seeks the Juvenile Board's approval to amend the non-residential services contracts to address these issues.

Impact on Operations and Maintenance:

Contract Services will continue to monitor these contracts, review the programs and evaluate their effectiveness. Field Probation Officers will refer youth to these programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

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

Legal Impact:

The contract amendment documents were developed by Contract Services and approved as to form by Administrative Legal Advisor, Denika Caruthers. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contract amendment documents. The amendment documents are included in this brief as Attachment One. In addition, Forms 2270, 1295 and Title VI have been completed per requirements.

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

Financial Impact/Considerations:

There is no financial impact to the allocations for non-residential services due to the contract amendment. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

The Juvenile Department recommends that the Dallas County Juvenile Board approve the request to amend the existing non-residential services contracts to include language required by the Texas Juvenile Justice Department and to clarify contract language regarding reimbursement and service delivery documentation. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

ATTACHMENT ONE

Non-Residential Services Contract Amendment

<u>VENDOR</u>	<u>PAGE</u>
Big Thought Contract Amendment No. 1	1
Family and Child Guidance Center, DBA Child and Family Guidance Center Contract Amendment No. 1	5
The Family Place Contract Amendment No. 1	9
K16 Ready Society, Inc. DBA: Texas Initiative Program Services - Detention Alternative Program Contract Amendment No. 1	13
K16 Ready Society, Inc. DBA: Texas Initiative Program Services - Intensive Case Management Contract Amendment No. 1	17
K16 Ready Society, Inc. DBA: Texas Initiative Program Services - Group Counseling Contract Amendment No. 1	21
K16 Ready Society, Inc. DBA: Texas Initiative Program Services - Mentor Services Contract Amendment No. 1	25
M.Y. G.I.R.L.S., INC. – Group-Counseling Contract Amendment No. 1	29
M.Y. G.I.R.L.S., INC. – Mentor Services Contract Amendment No. 1	33
Nexus Recovery Center Contract Amendment No. 2	37
Youth Advocate Programs, Inc., - Detention Alternative Program Contract Amendment No. 1	41
Youth Advocate Programs, Inc., - Family Preservation Program Contract Amendment No. 1	45
Youth Advocate Programs, Inc., - Intensive Case Management Contract Amendment No. 1	49
Youth 180, Inc. Contract Amendment No. 1	53
Youth Conversion, Inc., - Intensive Case Management Contract Amendment No. 1	57
Youth Conversion, Inc., - Mentor Services Contract Amendment No. 2	61

**CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES**

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**BIG THOUGHT, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Big Thought, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

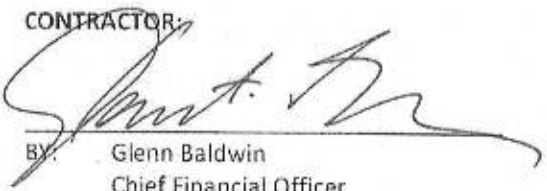
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:


BY: Glenn Baldwin
Chief Financial Officer
Big Thought, Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**FAMILY AND CHILD GUIDANCE CENTER, DBA: CHILD AND FAMILY GUIDANCE CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Family and Child Guidance Center, DBA: Child and Family Guidance Center entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

BY: Andrew W. Wolfskill
Chief Executive Officer
Child and Family Guidance Center

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**THE FAMILY PLACE
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, The Family Place entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

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Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

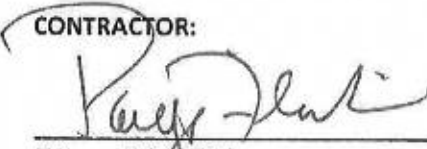
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Paige Flink
Chief Executive Officer
The Family Place

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**K16 READY SOCIETY, INC., DBA: TEXAS INITIATIVE PROGRAM SERVICES
("CONTRACTOR")**

Detention Alternative Program Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, K16 Ready Society, Inc., DBA: Texas Initiative Program Services entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Non-Residential Services Contract, Amendment No. 1

Page 1 of 4

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

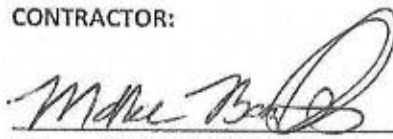
EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY
OF _____, 2018

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

Advocate Programs, Inc.

CONTRACTOR:



BY: Markee Baskerville
Executive Director
Texas Initiative Program Services

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**K16 READY SOCIETY, INC., DBA: TEXAS INITIATIVE PROGRAM SERVICES
("CONTRACTOR")**

Intensive Case Management Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, K16 Ready Society, Inc., DBA: Texas Initiative Program Services entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Non-Residential Services Contract, Amendment No. 1

Page 1 of 4

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

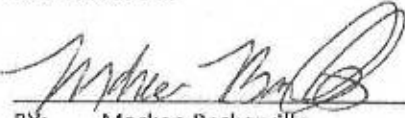
EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY
OF _____, 2018

DALLAS COUNTY:

BY: _____
Clay Jenkins
Dallas County Judge

Advocate Programs, Inc.

CONTRACTOR:

BY: 
Markee Baskerville
Executive Director
Texas Initiative Program Services

RECOMMENDED:

BY: _____
Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**K16 READY SOCIETY, INC., DBA: TEXAS INITIATIVE PROGRAM SERVICES
("CONTRACTOR")**

Group Counseling Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, K16 Ready Society, Inc., DBA: Texas Initiative Program Services entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Non-Residential Services Contract, Amendment No. 1

Page 1 of 4

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

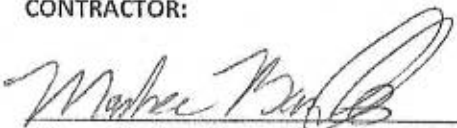
EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY
OF _____, 2018

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

Advocate Programs, Inc.

CONTRACTOR:



BY: Markee Baskerville
Executive Director
Texas Initiative Program Services

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**K16 READY SOCIETY, INC., DBA: TEXAS INITIATIVE PROGRAM SERVICES
("CONTRACTOR")**

Mentor Services Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, K16 Ready Society, Inc., DBA: Texas Initiative Program Services entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.0).

Section 14. ASSURANCES

Non-Residential Services Contract, Amendment No. 1

Page 1 of 4

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

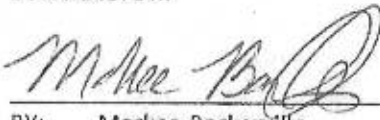
EXECUTED IN QUADRUPLICATE ORIGINALS, THIS _____ DAY
OF _____, 2018

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

Advocate Programs, Inc.

CONTRACTOR:



BY: Markee Baskerville
Executive Director
Texas Initiative Program Services

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**M.Y. G.I.R.L.S., INC.
("CONTRACTOR")**

Group Counseling Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, M.Y. G.I.R.L.S., Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.0).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

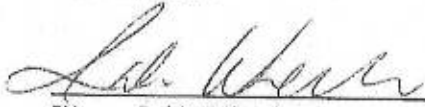
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Robin Wheeler
Executive Director
M.Y. G.I.R.L.S., Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY:

Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**M.Y. G.I.R.L.S., INC.
("CONTRACTOR")**

Mentor Services Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, M.Y. G.I.R.L.S., Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

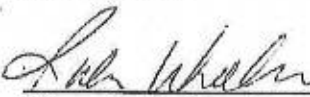
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Robin Wheeler
Executive Director
M.Y. G.I.R.L.S., Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 2

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**NEXUS RECOVERY CENTER
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2014-1592 dated November 18, 2014, Nexus Recovery Center, entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 2, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 2 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 2, the Original Contract as approved by Dallas County Commissioners Court Order No. 2014-1592 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph G of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.K).

Section 14. ASSURANCES

Non-Residential Services Contract, Amendment No. 2

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

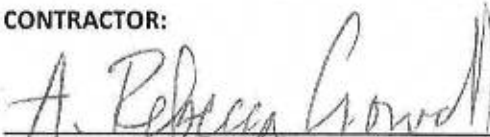
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 2 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:


BY: A. Rebecca Crowell
Executive Director
Nexus Recovery Center

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

Detention Alternative Program Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Youth Advocate Programs, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES


By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Alan M. Kassirer
Chief of PQI

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

Family Preservation Program Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Youth Advocate Programs, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

BY: Alan M. Kassirer
Chief of PQI

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH ADVOCATE PROGRAMS, INC.
("CONTRACTOR")**

Intensive Case Management Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Youth Advocate Programs, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
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- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

BY: Alan M. Kassirer
Chief of PQI

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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CONTRACT AMENDMENT NO. 1
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH 180, INC.
("CONTRACTOR")**

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Youth 180, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.0).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

BY: Tim James
President/Chief Executive Officer
Youth 180, Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

CONTRACT AMENDMENT NO. 1

TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH CONVERSION, INC.
("CONTRACTOR")**

Intensive Case Management Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2017-0838 dated June 20, 2017, Youth Conversion, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 1, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 1 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 1, the Original Contract as approved by Dallas County Commissioners Court Order No. 2017-0838 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph H of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.O).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

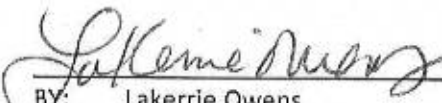
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 1 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:

BY: 
Lakerrie Owens
Executive Director
Youth Conversion, Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

**CONTRACT AMENDMENT NO. 2
TO THE CONTRACT FOR NON-RESIDENTIAL SERVICES**

BETWEEN

**DALLAS COUNTY JUVENILE DEPARTMENT,
("JUVENILE DEPARTMENT")**

AND

**YOUTH CONVERSION, INC.
("CONTRACTOR")**

Mentor Services Contract

WHEREAS, pursuant to the Dallas County Commissioners Court Order No: 2014-1592 dated November 18, 2014, Youth Conversion, Inc. entered into a contract (the "Original Contract") with Dallas County for the purpose of providing non-residential services to juvenile offenders under the Juvenile Department's jurisdiction.

NOW THEREFORE, by execution of this Contract Amendment No. 2, the Original Contract is amended hereby with respect to the Sections and Paragraphs described below.

I. PURPOSE

Contract Amendment No. 2 amends the Original Contract to include language required by the Texas Juvenile Justice Department (TJJD) and to include language to negate reimbursement for inadequately documented services.

II. EFFECT OF AMENDMENT

By execution of this Contract Amendment No. 2, the Original Contract as approved by Dallas County Commissioners Court Order No. 2014-1592 is hereby amended with respect to the Sections and Paragraphs described below. No other sections, provisions, clauses or conditions of the original contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the original contract and any duly authorized extensions.

III. AMENDED PROVISIONS

Section 9. BILLING AND REIMBURSEMENT

Paragraph G of Section 9 is hereby revised to read as follows:

It is understood by all parties that the Contractor will not be reimbursed, if service delivery is not properly documented by the Client's signature and time in to services and the Client's signature and time out of services (as specified in Section 8.K).

Section 14. ASSURANCES

Section 14 is hereby revised to read as follows:

- 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. Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, 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).
- 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. Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any youth support obligation that renders him/her ineligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this Certification is inaccurate.
- F. Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- G. Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.
- H. Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- I. Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department

or agency.

- J. Failure to comply with any of these assurances or any other requirements specified within this Contract will put Contractor in default and/or breach of this Contract and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

IV. ACCEPTANCES

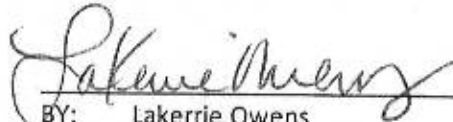
By their acceptances below, the representatives of the Dallas County Juvenile Department, Dallas County and Contractor executing this Contract Amendment No. 2 represent that they are duly authorized to amend the contract on behalf of their party and to validly bind their party to all terms, conditions, performances and provisions set forth herein.

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:


BY: Lakerrie Owens
Executive Director
Youth Conversion, Inc.

RECOMMENDED:

BY: Darryl Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD:

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

APPROVED AS TO FORM*:

JUVENILE DEPARTMENT

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

DALLAS COUNTY

Faith Johnson
District Attorney

Russell H. Roden
Chief, Civil Division

BY: _____
Chong Choe
Assistant District Attorney

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

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: October 22, 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 22nd day of October, 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 Department historically contracts with community-based providers for standard non-residential services; and

WHEREAS, the Texas Juvenile Justice Department's State Financial Assistance Contract requires that Juvenile Department contracts with private service providers that are paid in whole or in part with state funds have specific contract language; and

WHEREAS, the existing non-residential services contracts must be amended to include language requiring the use of Generally Accepted Accounting Principles (GAAP) and the separate accountability for receipt and expenditure of state funds; and

WHEREAS, the contract amendment will also include language to clarify how reimbursement will be made in situations wherein documentation of service delivery is inadequate; and

WHEREAS, there is no financial impact to the allocations for non-residential services due to the contract amendment. The financial impact has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to amend the FY2019 non-residential services contracts as described above.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

H.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Approval of the Reimbursement Rate Structures for FY2019 Residential Services Contracts

Background of Issue:

The Juvenile Department historically contracts with community-based programs to provide residential services for the youth we serve. The Department began FY2019 with fourteen (14) residential services contracts, all of which were issued under Request for Proposals (RFP) No. 2017-018-6642 and approved by the Juvenile Board on May 22, 2017 (Order No. 2017-051). The Juvenile Board approved the Department's request to renew the contracts for FY2019 on September 24, 2018 (Order No. 2018-098).

RFP No. 2017-018-6642 included language that requires the rate structure for contracts issued under that RFP be consistent with the current rates established by the Texas Health and Human Services Commission (HHSC). According to the residential services contract, rate adjustments can only be implemented during the contract renewal process, rather than during the contract term. During the contract renewal process for FY2019, twelve (12) of the fourteen (14) existing service providers requested a rate adjustment (increase) for FY2019. Most of the contractors requested the current rates established by the HHSC, which went into effect on September 1, 2017. In an effort to minimize the anticipated financial impact of the rate structure adjustments on the Juvenile Department's FY2019 budget, Contract Services negotiated January 1, 2019, as the effective date for the new rate structure, rather than October 1, 2018, as requested by the contractors. Thus, the current reimbursement rate structure will remain in effect through December 31, 2018.

The purpose of this brief is to request the Juvenile Board's approval of the reimbursement rate structures for the residential services contracts for FY2019.

Impact on Operations and Maintenance:

Contract Services will continue to monitor these contracts, review the programs and evaluate their effectiveness. Field Probation Officers will refer youth to these programs. Financial and programmatic audits will be conducted to ensure quality programming.

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

Strategic Plan Compliance:

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

Legal Information:

The FY2019 reimbursement rate structure for the residential services contracts requires the approval of the Dallas County Juvenile Board.

Financial Impact/Considerations:

The residential services contracts are funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). The Juvenile Department will continue to increase its efforts to capture any reimbursable placement costs through Title IV-E, Medicaid, and any other source. The Department will continue to make every effort to place IV-E eligible youth in appropriate IV-E approved facilities as we receive placement reimbursement.

Project Schedule/Implementation:

If approved, the FY2019 reimbursement rate structure (listed below) will be retroactive to October 1, 2018 and will remain in effect until December 31, 2018.

Reimbursement Rate Structure for FY2019 Residential Services Contracts
Effective: October 1, 2018 – December 31, 2018

#	Vendors		Service Levels & Per Diem Rates		
			Moderate	Specialized	Intensive
1	Athletes for Change		NA	162.30	NA
2	Center for Success & Independence		103.03	162.30	NA
3	Everyday Life, Inc.		103.03	162.30	260.95
4	Glen Mills Schools		NA	162.30	NA
5	Gulf Coast Trades Center		125.48	125.48	NA
6	Mingus Mountain Estates Residential Center, Inc.		NA	NA	260.95
7	Nexus Recovery Center		103.03	162.30	NA
8	Pegasus Schools, Inc.		NA	155.00	NA
9	Rite of Passage, Inc.	Canyon State Academy	NA	162.30	NA
		Lake Granbury Youth Services		162.30	240.00
10	Shamar Hope Haven, Inc.		103.03	162.30	260.95
11	Shoreline, Inc.		NA	162.30	260.95
12	Unity Children's Home		NA	162.30	260.95
13	Woodward Youth Corporation dba Forest Ridge Youth Services		NA	162.30	NA
14	Woodward Youth Corporation dba Woodward Academy		NA	162.30	260.95

Effective January 1, 2019, the new rate adjustments (listed below) will become effective. Those rates will remain in effect until the end of the current contract term, September 30, 2019.

Reimbursement Rate Structure for FY2019 Residential Services Contracts

Effective: January 1, 2019 – September 30, 2019

#	Vendors	Service Levels & Per Diem Rates		
		Moderate	Specialized	Intensive
1	Athletes for Change	NA	197.69	NA
2	Center for Success & Independence	103.03	197.69	NA
3	Everyday Life, Inc.	103.03	197.69	277.37
4	Glen Mills Schools	NA	197.69	NA
5	Gulf Coast Trades Center	125.48	162.30	NA
6	Mingus Mountain Estates Residential Center, Inc.	NA	NA	277.37
7	Nexus Recovery Center	103.03	162.30	NA
8	Pegasus Schools, Inc.	NA	162.30	NA
9	Rite of Passage, Inc.			
	Canyon State Academy	NA	197.69	NA
	Lake Granbury Youth Services	N/A	197.69	240.00
10	Shamar Hope Haven, Inc.	103.03	197.69	277.37
11	Shoreline, Inc.	NA	197.69	277.37
12	Unity Children's Home	NA	162.30	260.95
13	Woodward Youth Corporation dba Forest Ridge Youth Services	NA	197.69	NA
14	Woodward Youth Corporation dba Woodward Academy	NA	197.69	260.95

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the FY2019 reimbursement rate structure for the Juvenile Department's residential services contracts. It is further recommended that the effective date of the current FY2019 reimbursement rate structure be retroactive to October 1, 2018.

Recommended by:


 Darryl A. Beatty, Director
 Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018 -XXX
DATE: October 22, 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 22nd day of October, 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 Department currently has fourteen (14) residential services contracts which were issued under Request for Proposals (RFP) No. 2017-018-6642 and approved by the Juvenile Board on May 22, 2017 (Order No. 2017-051); and
- WHEREAS,** the Juvenile Board approved the Department's request to renew the contracts for FY2019 on September 24, 2018 (Order No. 2018-098); and
- WHEREAS,** RFP No. 2017-018-6642 included language that requires the rate structure for contracts issued under that RFP to be consistent with the current rates established by the Texas Health and Human Services Commission (HHSC); and
- WHEREAS,** the current HHSC reimbursement rate structure went into effect on September 1, 2017, after the award and execution of the original contracts; and
- WHEREAS,** during the contract renewal process for FY2019, twelve (12) of the fourteen (14) contractors requested a rate adjustment (increase) that, for most, would be consistent with the current HHSC rates; and
- WHEREAS,** Contract Services negotiated, January 1, 2019, as the effective date for the rate adjustments, rather than October 1, 2018; and
- WHEREAS,** the FY2019 reimbursement rate structure for the residential services contracts requires the approval of the Juvenile Board; and
- WHEREAS,** the Juvenile Department requests authorization from the Juvenile Board to reimburse the existing FY2019 residential services contractors according to the below reimbursement rate structure for the period of October 1, 2018 – December 31, 2018; and

Reimbursement Rate Structure for FY2019 Residential Services Contracts

Effective: October 1, 2018 – December 31, 2018

#	Vendors		Service Levels & Per Diem Rates		
			Moderate	Specialized	Intensive
1	Athletes for Change		NA	162.30	NA
2	Center for Success & Independence		103.03	162.30	NA
3	Everyday Life, Inc.		103.03	162.30	260.95
4	Glen Mills Schools		NA	162.30	NA
5	Gulf Coast Trades Center		125.48	125.48	NA
6	Mingus Mountain Estates Residential Center, Inc.		NA	NA	260.95
7	Nexus Recovery Center		103.03	162.30	NA
8	Pegasus Schools, Inc.		NA	155.00	NA
9	Rite of Passage, Inc.	Canyon State Academy	NA	162.30	NA
		Lake Granbury Youth Services		162.30	240.00
10	Shamar Hope Haven, Inc.		103.03	162.30	260.95
11	Shoreline, Inc.		NA	162.30	260.95
12	Unity Children's Home		NA	162.30	260.95
13	Woodward Youth Corporation dba Forest Ridge Youth Services		NA	162.30	NA
14	Woodward Youth Corporation dba Woodward Academy		NA	162.30	260.95

WHEREAS, the Juvenile Department requests authorization from the Juvenile Board to reimburse the existing FY2019 residential services contractors according to the below reimbursement rate structure for the period of January 1, 2019 – September 30, 2019; and

Reimbursement Rate Structure for FY2019 Residential Services Contracts

Effective: January 1, 2019 – September 30, 2019

#	Vendors		Service Levels & Per Diem Rates		
			Moderate	Specialized	Intensive
1	Athletes for Change		NA	197.69	NA
2	Center for Success & Independence		103.03	197.69	NA
3	Everyday Life, Inc.		103.03	197.69	277.37
4	Glen Mills Schools		NA	197.69	NA
5	Gulf Coast Trades Center		125.48	162.30	NA
6	Mingus Mountain Estates Residential Center, Inc.		NA	NA	277.37
7	Nexus Recovery Center		103.03	162.30	NA
8	Pegasus Schools, Inc.		NA	162.30	NA
9	Rite of Passage, Inc.	Canyon State Academy	NA	197.69	NA
		Lake Granbury Youth Services	N/A	197.69	240.00
10	Shamar Hope Haven, Inc.		103.03	197.69	277.37
11	Shoreline, Inc.		NA	197.69	277.37
12	Unity Children's Home		NA	162.30	260.95
13	Woodward Youth Corporation dba Forest Ridge Youth Services		NA	197.69	NA
14	Woodward Youth Corporation dba Woodward Academy		NA	197.69	260.95

WHEREAS, the residential services contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to reimburse the existing residential services contractors according to the above reimburse rate structures during FY2019.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the effective date of the FY2019 reimbursement rate structure is retroactive to October 1, 2018.

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Approval of the Reimbursement Rate Structure for FY2019 Non-Residential Services Contracts

Background of Issue:

The Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth we serve. The Department began FY2019 with sixteen (16) non-residential services contracts. Two (2) of the contracts were issued under Request For Proposals (RFP) No. 2014-067-6449 and the remaining fourteen (14) contracts were issued under RFP No. 2017-019-6643. The Juvenile Board approved the Department's request to renew the contracts for FY2019 on September 24, 2018, through Juvenile Board Order No. 2018-097. The purpose of this brief is to request the Juvenile Board's approval of the reimbursement rate structure for the non-residential services contracts for FY2019.

Impact on Operations and Maintenance:

Contract Services will continue to monitor these contracts, review the programs and evaluate their effectiveness. Field Probation Officers will refer youth to these programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

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

Legal Information:

The FY2019 reimbursement rate structure for the non-residential services contracts requires the approval of the Dallas County Juvenile Board.

Financial Impact/Considerations:

There will be no change in the non-residential services contracts reimbursement rate structure for FY2019. The Juvenile Department's non-residential services contracts are funded from the Juvenile Department's budget (5110), and through grants provided by the Texas Juvenile Justice Department.

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

Project Schedule/Implementation:

If approved, the FY2019 reimbursement rate structure will be retroactive to October 1, 2018. The approved rate structure will remain in effect until the end of the current contract term, September 30, 2019. The FY2019 reimbursement rate structure is provided below.

**Dallas County Juvenile Department
FY2019 Non-Residential Contracts Reimbursement Rate Structure**

#	Non-Residential Contractor (Service Category)	Reimbursement
1	Big Thought, Inc. (Art Education)	\$85.00/per youth/per 4 hour day
2	Child and Family Guidance Centers (Family Preservation Program)	In-Home Therapy: \$147.00/per 60 minute session Pre-admit Assessment: \$75.00/per 60 minute session Parent Group Counseling: \$67.50/per youth/per 90 min. session Case Management: \$50.00/per youth/per 60 minute session
3	MY GIRLS, Inc. (Group Counseling)	\$45.00/per youth/per 60 minute group session; or \$67.50/per youth/90 minute group session \$67.50/per youth/per 90 minute Intake/Enrollment/Assessment session
4	MY GIRLS, Inc. (Mentor Services)	Assessment: \$75.00/per youth/per 2 hour session Individual Sessions: \$75.00/per youth/per 2 hour session Group Sessions: \$30.00/per youth/per hour
5	Nexus Recovery Center, Inc. (Outpatient Drug Treatment)	Individual/Family Sessions: \$45/per 60 minute session Group Counseling Sessions: \$20/per youth/per 60 minute session Home Visit: \$50/per youth/per 90 minute session
6	K16 Ready Society Inc., DBA: Texas Initiative Programs (Detention Alternative Program)	Counseling sessions: \$50.00/per 60 min. session or \$75.00/per 90 minute session Case Management: \$50.00/ per 60 minute session
7	K16 Ready Society, Inc., DBA: Texas Initiative Programs (Group Counseling)	\$45.00/per youth/per 60 minute group session \$67.50/per youth/per 90 minute group session \$67.50/per youth/per 90 minute Intake/Enrollment/Assessment session
8	K16 Ready Society, Inc., DBA: Texas Initiative Program Services (Intensive Case Management)	Regular: 10 Hours Weekly @ \$37.00/per youth/per hour Intensive: 15 Hours Weekly @ \$37.00/per youth/ per hour
9	K16 Ready Society, Inc., DBA: Texas Initiative Programs (Mentor Services)	Assessment: \$75.00/per youth/per 2 hour session Individual Sessions: \$75.00/per youth/per 2 hour session Group Sessions: \$30.00/per youth/per hour
10	The Family Place (Group Counseling)	\$45.00/per youth/per 60 minute group session \$67.50/per youth/per 90 minute group session \$67.50/per youth/per 90 minute Intake/Enrollment/Assessment session
11	Youth 180, Inc. (Outpatient Drug Treatment)	Individual/Family Sessions: \$85.00/per youth/per 60 min. session Group Counseling: \$45.00/per youth/per 60 minute session; or \$67.50/per youth/per 90 minute session Home Visit (Counseling/Treatment Planning Session): \$127.50/per youth/per 90 minute session
12	Youth Advocate Programs, Inc. (Detention Alternative Program)	Counseling Sessions: \$50.00/per 60 minute session; or \$75.00/per 90 minute session Case Management: \$50.00/per 60 minute session

13	Youth Advocate Programs, Inc. (Family Preservation Program)	In-Home Services: \$147.00/per 60 minute session Pre-admit Assessment: \$75.00/per 60 minute session Case Management: \$50.00/per 60 minute session
14	Youth Advocate Programs, Inc. (Intensive Case Management)	Regular: 10 Hours Weekly @ \$37.00/per youth/per hour Intensive: 15 Hours Weekly @ 37.00/per youth/ per hour
15	Youth Conversion, Inc. (Intensive Case Management)	Regular: 10 Hours Weekly @ \$37.00/per youth/per hour Intensive: 15 Hours Weekly @ \$37.00/per youth/ per hour
16	Youth Conversion, Inc. (Mentor Services)	\$20 per youth/per hour.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the FY2019 reimbursement rate structure for the Juvenile Department's non-residential services contracts. It is further recommended that the effective date of the FY2019 reimbursement rate structure be retroactive to October 1, 2018.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: October 22, 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 22nd day of October, 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 Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth that we serve; and

WHEREAS, the Department began FY2019 with sixteen (16) non-residential services contracts; and

WHEREAS, two (2) of the contracts were issued under Request For Proposals (RFP) No. 2014-067-6449 and the remaining fourteen (14) contracts were issued under RFP No. 2017-019-6643; and

WHEREAS, the Juvenile Board approved the Department's request to renew the contracts for FY2019 on September 24, 2018, through Juvenile Board Order No. 2018-097; and

WHEREAS, the FY2019 reimbursement rate structure for the non-residential services contracts requires the approval of the Juvenile Board; and

WHEREAS, the Juvenile Department requests authorization from the Juvenile Board to reimburse the existing FY2019 non-residential services contractors according to the below reimbursement rate structure during FY2019; and

Dallas County Juvenile Department FY2019 Non-Residential Contracts Reimbursement Rate Structure

#	Non-Residential Contractor (Service Category)	Reimbursement
1	Big Thought, Inc. (Art Education)	\$85.00/per youth/per 4 hour day
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16	Youth Conversion, Inc. (Mentor Services)	\$20 per youth/per hour.

WHEREAS, the effective date of the FY2019 reimbursement rate structure is retroactive to October 1, 2018; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to reimburse the existing non-residential services contractors according to the above reimbursement rate structure during FY2019.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the effective date of the FY2019 reimbursement rate structure is retroactive to October 1, 2018.

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

**Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer**

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Professional services contract with Positive Steps, Inc. for residential sex offender treatment services for females

Background of the Issue:

The Dallas County Juvenile Department historically contracts with community-based providers for standard residential services. The department has a need to contract with a specific residential provider (Positive Steps, Inc.) who will accept and treat a female youth requiring residential sex offender treatment.

The Juvenile Department currently has one female juvenile requiring residential sex offender treatment. The Department's Placement Services unit explored all options for possible placement with existing contract residential service providers. However, none of the existing providers offer sex offender treatment for females.

This briefing seeks the Juvenile Board's approval to execute a professional services contract with Positive Steps, Inc., for the provision of residential sex offender treatment for the female juvenile who requires this type of treatment.

Positive Steps, Inc.

Positive Steps is a 35-bed facility located in Houston, Texas. The facility was licensed by the Texas Department of Family and Protective Services (TDFPS) as a residential treatment center in 2000 to serve female youth between the ages of 12 – 17 years with emotional disorders.

The Juvenile Department and Positive Steps had a previous ten (10) year contractual relationship for the provision of residential treatment between 2002 and 2012. During that period, the contractor had favorable performance outcomes and there were no notable contract non-compliance issues. The contractual relationship ended September 30, 2012, when the vendor's proposal which was submitted in response to Request For Proposals (RFP) NO. 2012-077-6080 arrived at the Purchasing Department after the deadline and could not be evaluated in the RFP process. Positive Steps did not respond to RFP NO. 2017-018-6642 due to internal conflicts with the RFP schedule.

Contract Services conducted a site visit at Positive Steps on October 4, 2018. The results of the site review were favorable.

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

Impact on Operations and Maintenance:

Contract Services will monitor the contract, review the program and evaluate its effectiveness. Financial audits and site reviews will be conducted to ensure quality programming and contract compliance.

Strategic Plan Compliance:

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

Legal Impact:

Dallas County policies permit departments to enter into professional services contracts, apart from the RFP process, when the services sought are not available from the currently contracted providers. The professional services contract has been developed by Contract Services and approved as to form by Administrative Legal Advisor, Denika Caruthers. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the contract documents. The contract is included in this brief as Attachment One. In addition, Forms 2270, 1295 and Title VI have been completed per requirements.

Financial Impact/Considerations:

The youth in question has been accepted by Positive Steps at the specialized service level. Thus, the per diem rate for reimbursement under the professional services contract will be \$277.37. The professional services contract will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD).

Project Schedule/Implementation:

If approved, the professional services contract will become effective upon final execution of the contract documents and will terminate upon the youth's discharge from Positive Steps, Inc. The standard length of stay for contract residential sex offender treatment is 365 days.

Recommendation:

The Juvenile Department recommends that the Dallas County Juvenile Board approve the request to enter into a professional services contract with Positive Steps, Inc. for the provision of female sex offender treatment. It is further recommended that the Juvenile Board authorize the Chairman of the Juvenile Board to sign the contract documents on behalf of the Juvenile Board.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

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

PROFESSIONAL SERVICES AGREEMENT

Between

DALLAS COUNTY
("County")

And

POSITIVE STEPS, INC.
("Contractor")

1. PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court"), and Positive Steps, Inc. (hereinafter, "Contractor" or "PSI"), under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services") to adjudicated juvenile offenders (the "Clients" or the "youth") at Positive Steps, Inc. (the "Program" or the "facility") as described in the Scope of Services Section below in this Agreement.

2. TERM:

The term of this Contract shall be from the date of final execution of the contract documents and will terminate upon the youth's discharge from Positive Steps, Inc.

3. 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-1, Service Levels;
- B. ("Exhibit B"), Attachment A-2, Residential Service Locations;
- C. ("Exhibit C"), Attachment A-3, Contracted Components of Care; and
- D. ("Exhibit D"), Attachment A-4, Prison Rape Elimination Act
Subpart D--Standards for Juvenile Facilities Prevention Planning

4. ORDER OF PRECEDENCE:

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

5. SCOPE OF WORK:

- A. Contractor agrees to provide the following Services, which shall be limited to alleged or adjudicated juvenile offenders (Clients) in licensed or Juvenile Board certified child care facilities which meet the requirements of 59.0007(a)(1) or 59.008(a)(1) of the Texas Family Code.
 - 1. Residential Child Care Services, i.e., room, board, competent supervision, access to an accredited educational program and counseling as defined by the applicable State of Texas Health and Human Services Commission and Criminal Justice Division Service Levels of Care ("the Services").
- B. Contractor agrees to meet all the service indicators for the service level(s) of care listed in Attachment A-1 (Exhibit A).
- C. Contractor agrees to provide Services as dictated in Attachment A-3 ("Exhibit C"), Contracted Components of Care.
- D. Contractor agrees that Services will be provided at Contractor facilities listed in Attachment A-2 (Exhibit B), of which, all of the above are hereby incorporated by reference as a part of this Contract.
- E. Sex offender treatment services shall be provided by a Licensed Sex Offender Treatment Provider (LSOTP).
- F. Treatment services will be individualized, based on the specific identified needs of the youth with the most problematic factors being given priority. The youth's long term treatment goals will be as follows:
 - 1. The youth will have no more victims.
 - 2. The youth will acceptance full responsibility for any and all offensive/abusive behaviors.
 - 3. The youth will develop an understanding of herself in relation to the offensive behavior(s), and how the offensive behavior(s) have harmed the victim and others.
 - 4. The youth will learn the difference between deviant and positive sexuality and will not engage in deviant sexuality.
 - 5. The youth will learn and utilize self-control techniques.
 - 6. The youth will develop a healthy, prosocial, and appropriate perception of herself and others in relation to sexual behavior, will develop positive cognitive patterns, and will develop tools necessary to deter future offensive behaviors.
- G. Sex Offender Treatment

1. Sex offender treatment services for female juveniles will be delivered in an individual, group and family treatment format, as deemed appropriate based on the individual needs of the youth and family.
2. Sex offender treatment services will include, but are not limited to:
 - (a) Intake/Assessment – This process will include, but is not limited to: an in-depth intake with the youth and the youth's parents/guardians, a review of all collateral reports, psychosexual testing, a forensic risk assessment focusing on sexual and violent risk and the identification of individual dynamic risk factors of the youth.
 - (b) Treatment – The objectives of treatment include 1) acceptance of responsibility for offense; 2) learning about the offense cycle and how sexually abusive behaviors occur; 3) revealing of sexual history; and 4) learning basic self-control techniques and when to use them.
 - (c) Reassessment – Upon successful completion of core treatment, the juvenile will be reassessed to determine her need for continued treatment. An instant offense or sexual history polygraph examination will be conducted to verify honesty and compliance with treatment and overall program requirements. Further assessments of deviant arousal, distorted thinking, self-management, emotional functioning, and interpersonal functioning will be conducted for use in the development of a new treatment plan. Subsequent polygraph examinations will be conducted to determine the impact of treatment and further verify honesty and compliance.
 - (d) Supplementary Treatment - The youth's additional individual needs will be prioritized, the primary need will be targeted for treatment, and a specific, individualized intervention will be utilized to help the juvenile address the identified need. This phase of treatment provides the juvenile with more in-depth work in each target area to ensure that her individual needs are met.
 - (e) Reassessment/Continued Treatment – Upon successful completion of supplementary treatment, the juvenile will be reassessed to identify the continued presence of risk factors, as well as additional risk factors. The youth will be given additional therapeutic assignments to address those risk factors. This will continue until the youth has addressed all individual needs identified.
 - (f) Transition and Relapse Prevention – Upon successful completion of all treatment needs, the juvenile will be provided supportive therapy and case management until returning to the community. If needed, appropriate referrals for continued aftercare will be made.

- (g) Parent Training: Parent training will be provided to the youth's parent(s)/guardian(s) while the youth is in treatment at the facility. The training will be offense-specific and will be designed to teach parent(s)/guardian(s) about all phases of treatment, and to help them develop the skills and knowledge necessary to support and encourage their child during and after completion of the program.

H. Quarterly Case Staffing Sessions

Contractor agrees to participate in case staffing sessions with the Juvenile Department's Clinical Services Division at least on a quarterly basis while the client is in treatment at the facility. Required participants include the youth's LOSTP, and other counselors and case managers responsible for providing services to the youth.

6. REPORTING AND ACCOUNTABILITY:

- A. Each individual Client placed with Contractor shall have a written initial individualized treatment plan (ITP) completed by the appropriate Contractor staff within seventy-two (72) hours of the time of admission to placement. A copy of the initial ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten days of the time of admission.

- B. A full ITP shall be completed by the appropriate Contractor staff with input from the Client and the Client's probation officer within forty (40) days of the date of admission. A copy of the full ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten (10) days of its completion.

A review of the full ITP must be conducted at reasonable intervals, not to exceed ninety (90) days, and copies must be received by Juvenile Department's assigned probation officer within ten (10) days of the date of completion. The ITP review shall include the evaluation of the services to date, that have been provided to the Client in each domain or function; and shall identify any additional need for special services or programs that has arisen since the previous service plan was developed.

- C. The full ITP shall contain the reasons why the placement will benefit the Client; shall give an estimate of the length of time the client will remain in care; shall specify behavioral goals and objectives being sought for each Client; shall state how the goals and objectives are to be achieved (the "Services") in Contractor placement; shall provide specific instructions for staff; shall provide a transition plan; and shall provide documentation of the plan having been shared with the client and the client's parents or managing conservator to assist in preventing or controlling the Client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code and the client's care to date. The ITP shall be structured to meet all treatment goals within the timeframe stipulated at the time of admission.
- D. A monthly progress report, in a format approved by the Juvenile Department, must be completed on the client for each calendar month that the client is in placement at the facility. The purpose of this report is to identify client's progress or lack of progress on

specified goals and objectives addressed in the treatment plan. The monthly progress report and copies of all incident reports for the reporting period shall accompany the contractor's reimbursement request for the respective month.

- E. If a Client in placement at Contractor facility makes an unauthorized departure, becomes seriously injured or ill, commits a penal code violation, or is involved in an incident that Contractor considers seriously jeopardizes continued placement, Contractor shall immediately notify the Juvenile Department's residential contracts manager, Client's probation officer, the probation officer's supervisor if the probation officer is not available or, if not during regular Juvenile Department business hours, Juvenile Department's Detention Intake Screening Unit (214-698-4316). Contractor shall also ensure that the Client's parents/guarding and, when appropriate, other authorities, including the Texas Department of Protective and Regulatory Services and/or local law enforcement officials are notified by phone. When notifying the parents/guardians of an incident, the Contractor shall include the name of the staff member who notified the parent and the specific date(s) and time(s) when the notification happened. Contractor shall forward a written incident report regarding the above on a Juvenile Department Serious Incident Report form to the residential contracts manager and Client's probation officer within two (2) working days.

The following clarifications pertain to reportable incidents:

1. Seriously injured or ill is defined as any illness or injury sustained accidentally, intentionally or recklessly or otherwise that requires medical treatment beyond basic first aid up to and including hospitalization.
 2. Medical Treatment is defined as medical care, including diagnostic testing (e.g., x-rays, laboratory testing, etc.), performed or ordered by a physician or physician assistant or performed by a licensed nurse practitioner, emergency medical technician, paramedic, registered nurse (RN), or licensed vocational nurse (LVN) according to their respective licensure.
 3. Any "delinquent conduct" that the Contractor considers will seriously jeopardizes continued placement is defined by the Juvenile Justice Code as conduct, other than a traffic offense, which violates a penal law of the state of Texas and is punishable by imprisonment or by confinement in jail; or a violation of a reasonable and lawful order which was entered by a juvenile court. In general, juvenile delinquency under Texas law results from either violation of the Texas Penal Code or violation of conditions of probation.
- F. If a Client alleges child abuse, or abuse is suspected for any reason, it must be immediately reported by Contractor following all procedures outlined above in Section 8, Paragraph E. of this Contract.

- G. Contractor will allow Clients unrestricted use of a telephone to make calls to their probation officer to register grievances against Contractor or any individual. Contractor will also ensure privacy of conversations between the Client and Juvenile Department staff at the request of either party.
- H. Contractor will notify the Juvenile Department's Contract Services in writing within two (2) working days of any pending allegations of abuse or other investigations involving Contractor facility staff and/or that may impact Contractor facility licensing.
- I. Unless otherwise stipulated by the Client's probation officer, the Client may visit freely with parents and relatives at Contractor facility in accordance with established written Contractor policies.
- J. Contractors will be evaluated to determine the quality and effectiveness of Services. Program evaluations will include, but are not limited to the following criteria:
1. Rate of Recidivism for Successful Discharges
 2. Rate of Successful Discharges
 3. Average Length of Stay for Successful Discharges
 4. Site Review Results (Quality of Services)
 5. Frequency/Severity of Substantiated Complaints
 6. Cultural Competency/Diversity of facility staff
- K. Contractor must obtain written documentation of the approval of the Client's probation officer for any over-night stay away from the residential facility unless it is considered part of the rehabilitation program of the Contractor facility, which is evidenced in Attachment A of this Agreement. Prior written approval must also be received and documented for any home visit. In the event of an emergency overnight-stay, Contractor shall obtain written approval from the Client's probation officer within 72 hours of the Client departing from the facility. Contractor should also inform Dallas County Contract's Manager with regard to a client's over-night stay away from the residential facility.
- Each over-night stay shall last no more than 72 hours without the Contractor requesting an extension of stay in writing from Dallas County. In the event that an extension is requested and documentation is received from Dallas County agreeing to the extension, the Client is permitted to stay up to, but no longer than the number of days of the extension. If this policy is violated, Contractor understands that Dallas County may refuse to pay any and all costs associated with the Client's stay for that period of time.
- L. For clients who are projected to successfully discharge the Contractor's facility, the Contractor must provide the Juvenile Department with a pre-discharge summary, in no later than 30 days prior to the projected discharge date. The summary must be in a Juvenile Department approved format. The language should support the discharge recommendation. The document must be legible and signed by appropriate facility staff.

- M. When a Client is unsuccessfully discharged, Contractor shall complete the Juvenile Department Discharge Report, attach all incident reports relevant to the decision to discharge the Client and provide these to the probation officer at the time of discharge.
- N. Copies of all reports and forms required in this section are to be maintained in the Contractor case file on the Client and available for review at the request of Dallas County.
- O. Penalties for delinquent reporting may include withholding of payments until such time as all reports are received or cancellation of the Contract with no obligation to pay for undocumented Services.

7. RECORD MAINTENANCE, RETENTION AND OWNERSHIP:

- A. Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- B. Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas. NOTE: This does not include making copies of confidential client progress notes or files. If this information is needed, a clinical summary of services will be provided to the County in support of their reporting requirements to the state.
- C. Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- D. Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's

records, books, and documents.

- E. Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- F. Dallas County Juvenile Department is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants. Contractor agrees to fully cooperate in the monitoring process.
- G. Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of seven (7) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than seven (7) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

8. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

All reimbursement requests shall be done in accordance with the per diem rates listed below:

- A. Compensation for Professional Services. Contractor has agreed to be compensated for the services described herein in accordance with the rate structure specified below:
 - 1. For **INTENSE SERVICE LEVEL** and in consideration of the above-mentioned Services, the County agrees to pay Contractor an amount not to exceed **TWO HUNDRED SEVENTY-SEVEN AND 37/100 (\$277.37) DOLLARS** per Client per day.
 - 2. Contractor has agreed to be compensated for each night that the youth is in placement at the facility.
- B. County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement.
- C. Recognizing that a part of a Client's rehabilitation program may include time away from the residential setting of Contractor, such as weekends, holidays, etc., and that Contractor must retain space for this Client until his return, Juvenile Department will pay Contractor the above agreed upon amount for such regularly scheduled days away from Contractor or its program providing absence from Contractor facility does not

exceed five (5) consecutive days. In recognizing payment for time away from residential setting of Contractor, Contractor agrees to pay for all costs associated with round trip transportation for Client. This provision does not apply to Clients receiving Emergency Care.

- D. If a Client who has made an unauthorized departure from Contractor facility returns to the program within three (3) days of unauthorized departure, Contractor shall receive payment for those days the Client was absent from Contractor facility, but not to exceed to three (3) days payment. If the Client does not return to Contractor within three (3) days of unauthorized departure, the date of his departure shall be considered the discharge date for reimbursement purposes. This provision does not apply to Clients receiving Emergency Care.
- E. Contractor is under no obligation to retain space for the Client in unauthorized departure situations. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- F. If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Contractor for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Contractor shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Contractor must notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Contractor shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.
- G. Juvenile Department does not expect Contractor to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- H. Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate documentation in an approved format as required by the County, by the 5th business day following the last day of the month in which the service is provided.
- I. Contractor's invoices shall be fully documented in accordance with specifications.

- J. Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules, regulations, and grant as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- K. Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- L. County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- M. County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- N. The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.
- O. As a non-federal entity, Contractor, agrees to remain compliant with 2 CFR section 180.300, and confirms that Contractor is not suspended or debarred or otherwise excluded from participating in this transaction. Contractor agrees that Dallas County may collect certification at any time.

9. BILLING AND REIMBURSEMENT:

- A. All reimbursement requests shall be done in accordance with the per diem rates listed in Section 8. A. of this Contract.
- B. Reimbursement for a client who has been certified for Title IV-E, the County agrees to pay the Contractor based on the Texas Department of Family and Protective Services (TDFPS) Service Levels Of Care Rates as currently effective or subsequently amended or at the rate stated in Section 8. A. of this contract, whichever is greater. Juvenile Department will notify Contractor when a client in their care is certified for Title IV-E reimbursement.
- C. It is understood by all parties that payment obligations created by this Contract are conditioned upon the availability of County, State or Federal funds appropriated or

allocated for the payment of such obligations.

- D. Requests for reimbursement must be received by Juvenile Department no later than five (5) working days after the last day of the month for which the services were rendered. Reimbursements requests shall be submitted on forms provided by Juvenile Department and contain the name of the Client(s), the service level of care, per diem rate, beginning and ending dates, and the number of days in the month for which payment is requested. Payment will be made to Contractor by Juvenile Department within thirty (30) days of receipt of request for reimbursement. Payment will be made for the date of the Client's admission and not for the date of discharge.
- E. In the event that Juvenile Department determines through an audit or other means that Contractor has failed to provide proper documentation to show the actual provision of Services necessary to meet the indicators for the designated service level of care, Juvenile Department may, for the entire period for which the failure to provide adequate Services or documentation has occurred, adjust reimbursement for such Client or Clients to a fee for service determined solely by Juvenile Department.
- F. Recognizing that a part of a Client's rehabilitation program may include time away from the residential setting of Contractor, such as weekends, holidays, etc., and that Contractor must retain space for this Client until his return, Juvenile Department will pay Contractor the above agreed upon amount for such regularly scheduled days away from Contractor or its program providing absence from Contractor facility does not exceed five (5) consecutive days. In recognizing payment for time away from residential setting of Contractor, Contractor agrees to pay for all costs associated with round trip transportation for Client.
- G. If a Client who has made an unauthorized departure from Contractor facility returns to the program within three (3) days of unauthorized departure, Contractor shall receive payment for those days the Client was absent from Contractor facility, but not to exceed to three (3) days payment. If the Client does not return to Contractor within three (3) days of unauthorized departure, the date of his departure shall be considered the discharge date for reimbursement purposes.
- H. Contractor is under no obligation to retain space for the Client in unauthorized departure situations. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- I. If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Contractor for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Contractor shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Contractor must

notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Contractor shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.

- J. Juvenile Department does not expect Contractor to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- K. Expenses for Medical and Dental Services:
 - 1. Juvenile Department agrees to provide each Client with medical and dental examinations prior to admission to Contractor facility as required by the Texas Department of Protective and Regulatory Services or other Contractor licensing body. Contractor agrees to pay for subsequent periodic medical and dental examinations as required.
 - 2. Contractor shall be responsible for obtaining Medicaid coverage on all Clients placed in Contractor's non-secure residential facility.
 - 3. Juvenile Department agrees to reimburse Contractor or health care providers for any medical and/or dental expenses incurred by Clients placed under this Contract if:
 - (a) Contractor demonstrates that an effort has been made to obtain the services without cost to the Juvenile Department through Medicaid, other private or public funding available to the Client (Contractors located within Dallas County are required to utilize Dallas County Juvenile Department, Dallas County Health Department, Parkland Hospital or Parkland satellite clinic facilities) or the Client's parent or guardian; and
 - (b) Contractor receives written approval for reimbursement from a member of Juvenile Department's Budget Services prior to the services being rendered (approval is specific to each item of cost, not to an incidence of injury or illness, and must be requested each time a Client is to receive services or medication); or
 - (c) In Contractor's opinion, the services cannot be delayed a sufficient time to comply with (a) and/or (b) above without hardship to the Client and Contractor notifies a member of Juvenile Department's Budget Services staff of the expenditures the next working day after services are provided; and
 - 4. Juvenile Department agrees to pay any bills approved for reimbursement that

are received by Juvenile Department within forty-five days of the date the service is provided with written approval of Budget Services attached.

- L. Juvenile Department agrees to pay for medical or dental treatment for Clients placed with Contractor who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of Contractor. The procedure outlined in Section 9, Paragraph L. 3. (b) above must be followed.
- M. Juvenile Department may refuse reimbursement for any medical expenses resulting from injuries to a Client while in residence resulting, as determined by Juvenile Department, from a lapse in supervision, improper physical restraint by Contractor staff and/or the Contractor failing to provide and maintain a safe and secure environment.

10. OBLIGATIONS OF JUVENILE DEPARTMENT:

- A. Juvenile Department shall provide Contractor with the Common Application for placement of Clients in residential care at or before the time of admission to Contractor facility.
- B. Juvenile Department agrees to provide Contractor with all the standardized Juvenile Department forms as requested.
- C. If a Client does not have the required clothing and the Client's parent or legal guardian is unable to provide the clothing, Contractor may request reimbursement for up to **ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00)** per placement for clothing. Prior written approval must be obtained from Juvenile Department Contract Services staff before any purchase of clothing is made. Such requests must list each individual item and their price separately. A copy of the invoice must accompany the request for reimbursement.
- D. Juvenile Department agrees to provide for transportation to Contractor facility at the time of admission and from Contractor facility at the time of discharge. Reimbursement for transportation costs must be approved in advance by a member of Juvenile Department Contract Services staff. Contractor is responsible for all transportation and associated costs related to the care of the Client, including medical and dental visits, and for furloughs from placement. Contractor may request that parents contribute to transportation costs for furloughs from placement but a parent's inability to contribute will not deny a Client's furlough.
- E. Juvenile Department reserves the right to terminate a Client's placement with Contractor at any time.

11. EXAMINATION OF PROGRAM AND RECORDS:

- A. Contractor agrees that it will permit Juvenile Department to examine and evaluate its program of Services provided under the terms of this Contract and to review Juvenile Department Client records. This examination and evaluation of the program will include unscheduled site visitations, fiscal audits, observation of programs in operation,

interviews, and administration of questionnaires to the staff of Contractor facility and the Client.

- B. Contractor shall maintain documentation in Client's case file that Services are being provided to meet all service indicators for the Client's designated service level of care, including the minimum services listed in Attachment A-1 (Exhibit A) of this Contract.
- C. Contractor shall provide to Juvenile Department such descriptive information of Contracted Clients as requested on forms provided by Juvenile Department.
- D. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Department or the State of Texas, books, documents, and other evidence (the "Records") pertaining to the cost and expenses of this Contract. For the purposes of this Contract, the Records shall include all financial records, child care records, special treatment records, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- E. Contractor agrees to provide Juvenile Department with a report of costs incurred in providing residential services relating to this Contract on forms provided by Juvenile Department upon request.

12. FEE ASSESSMENT:

- A. Clients or their families shall not be assessed fees for Services by Contractor unless such fee arrangements are specified by the Juvenile Courts of Dallas County. This does not preclude reasonable attempts to seek voluntary contributions from families of Juvenile Department Clients for provision of clothing, personal articles, medical costs, transportation, and funds to assist in supporting a Client's rehabilitation.
- B. Recognizing that family counseling is a vital part of a Client's treatment/rehabilitation plan, Clients or their families shall not be expected to provide telephone cards or assessed fees for expenses related to family therapy in cases where regular family counseling sessions are conducted via telephone and/or web video conferencing due to the facility being inaccessible to the family. All costs pertaining to treatment services are accounted for in the established per diem reimbursement rates.
- C. If a Client is eligible for fiscal support from another State agency or organization, Contractor shall ensure that Juvenile Department is not billed for such fiscal support for which the Client is otherwise eligible.

13. LICENSING:

- A. Contractor must be licensed for residential child care by the appropriate licensing agency of the State in which it is physically located. A copy of the required license shall be furnished by Contractor to Juvenile Department prior to referrals being made by Juvenile Department. It is the obligation of Contractor to notify Juvenile Department of the date such license shall terminate or expire. All reimbursement under this Contract shall cease and this Contract shall terminate on the date that required license expires.

- B. All licenses, legal certifications or inspections required for the Services, facilities, equipment, or materials, and all applicable State and Federal laws and local ordinances, must be complied with by the Contractor. Failure to comply with this requirement shall be treated as a default.

14. CONFIDENTIALITY:

- A. Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- B. Public Information Act. The parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.
- C. Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, and other law compelling the production of information, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to services under this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Agreement.

15. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information, software, or documents the Contractor uses in the performance of the services

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

16. INSURANCE AND INDEMNIFICATION:

- A. Contractor hereby forever waives and releases the County, the DCJB, Dallas County Juvenile Department, the County Commissioners, County Judge and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of Contractor's involvement in the Program and underlying Contract, including but not limited to the following: any premises or special defects known or unknown to the County; any injury to a Student and/or staff; and any injury to other individuals present during the Contractor's involvement under the terms and conditions of the Program and Contract, including willful acts such as assault against minors.
- B. AND FURTHER, the Contractor, to the fullest extent allowed by law, agrees to indemnify and hold harmless County against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees), incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Contractor in performance of this Contract and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.
- C. The following coverage limits and types shall be required at a minimum insurance coverage throughout the duration of the contract and any renewals.

General Liability Insurance - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability 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 (each occurrence) and a General Aggregate of **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)** for any one (1) occurrence.

Commercial or Business Auto Liability Insurance - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, Commercial or Business Auto Liability Insurance, with minimum limits of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** for Combined Single Limit (each accident).

Professional Liability Insurance (E&O) - Contractor shall, at all times during the term of the contract and at its own expense, keep in full force and effect, Professional Liability Insurance, which covers the services to be provided pursuant to the contract. The

minimum limit of liability shall be \$1,000,000.00 per occurrence or claim and \$1,000,000.00 in the aggregate.

- D. **"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.

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 delivered to the Dallas County Purchasing Agent located at the 1201 Elm Street, 24th Floor, Suite 2400-B, Dallas, Texas 75270 within ten (10) calendar 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) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of the Contractors.

- E. Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon Contractors failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:
1. Withhold any payment(s) which become due to Contractor(s) until Contractor(s) demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
 2. Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services.
 3. At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

- a) Terminate Contract Agreement
- b) Demand on any bond, as applicable
- c) Obtain such insurance and deduct from the payments to Contractor(s) the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor(s) 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 Contractors; and
- d) Complete this Contract by contracting with the "next low proposal." Contractors will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractors on demand; or
- e) Any combination of the above

F. INSURANCE LAPSES - Pursuant to Section 94.73 of the Dallas County Code, in the event successful firm fails to maintain insurance as required by the contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under the contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. CONTRACTOR(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF CONTRACTORS FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR CONTRACTOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS CONTRACTOR MAY REASONABLY

REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY CONTRACTOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. CONTRACTOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

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

17. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole

discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.

18. SUSPENSION:

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

19. TERMINATION:

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

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part,

at its sole discretion, for the following reasons:

- (1) Lack of, or reduction in, funding or resources in accordance with Section 39 (Fiscal Funding Clause);
- (2) Non-performance by Contractor as described in Section 20 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
- (3) Contractor's improper, misuse or inept performance of services under this Agreement;
- (4) Contractor's failure to comply with the terms and provisions of this Agreement;
- (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- (8) If funds allocated by the DSHS shall become reduced, depleted, or unavailable during the contract term;
- (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
- (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 31 (Assignment);
- (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- (12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

20. NOTICE:

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

mailed.

JUVENILE DEPARTMENT:

Attn: Darryl A. Beatty
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214-698-2223
Fax: 214-698-5508
Email: Darryl.Beatty@dallascounty.org

CONTRACTOR:

Attn: Yvonne Hawkins, Executive Director
Positive Steps, Inc.
4003 Griggs Road
Houston, TX 77021
Phone: 713-522-0559
Fax: 713-522-0582
Email: positivesteps@aol.com

21. SEVERABILITY:

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

22. SOVEREIGN IMMUNITY:

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

23. COMPLIANCE WITH LAWS:

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

24. GOVERNING LAW AND VENUE:

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

25. AMENDMENTS AND CHANGES IN THE LAW:

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

26. THIRD PARTIES:

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

27. ASSIGNMENT:

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

28. CONTRA PROFERENTUM:

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

29. ENTIRE AGREEMENT:

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

30. BINDING EFFECT:

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

31. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of

this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

32. FEDERAL FUNDED PROJECT:

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

33. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

34. PREVENTION OF FRAUD AND ABUSE:

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

35. FISCAL FUNDING CLAUSE:

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

36. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

37. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

38. SUBCONTRACTING:

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

39. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Commissioners Court.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.
- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said

requirements.

- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor understands and agrees that the services being provided under this Agreement by Contractor is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Contractor agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Contractor to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**
- (p) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (q) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (r) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.
- (s) Contractor assures its agency will account separately for the receipt and expenditure of Texas Juvenile Justice Department or other State grant funds received as reimbursement for services

rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.

- (t) Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- (u) Pursuant to H.B. No. 89 a government entity may not enter into a contract with a company for goods or services unless the contract contains that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Contractor by executing this contract hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. A false statement concerning the Contractor's prohibition of boycotting Israel shall constitute grounds for immediate termination of the Contract, at the sole option of the County.
- (v) Pursuant to House Bill 1295, 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.
- (w) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

40. PROMPT PAYMENT ACT:

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

41. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

42. SIGNATORY WARRANTY:

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

43. ACCEPTANCES:

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

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

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



BY: Yvonne Hawkins,
Executive Director
Positive Steps, Inc.

DALLAS COUNTY JUVENILE BOARD:

BY: Judge Cheryl Lee Shannon, Chairman

RECOMMENDED:

BY: Darryl A. Beatty, Director
Dallas County Juvenile Department

APPROVED AS TO FORM:

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

ATTACHMENT A-1

Texas Department of Family and Protective Services 4312 Service Level Standards for Foster Caregivers

CPS September 2005

DFPS Rules, 40 TAC §§700.2301, 700.2303, 700.2321, 700.2323, 700.2341, 700.2343, 700.2361, 700.2363

Definitions for this item are as follows:

Caregiver — The person who is responsible for the direct care of the child.

Provider — The facility or agency that is responsible for supervising and training the caregivers.

Supervision

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Child-To-Caregiver Ratio

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Medical Care

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Recreation

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Education

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Casework and Support Services

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

ATTACHMENT A-1

Service Plans

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

Training

Basic Service Level

Moderate Service Level

Specialized and Intense Service Level

Supervision

Basic Service Level

The caregiver:

- provides a supportive setting, preferably a family, that is designed to maintain or improve the child's functioning by establishing clear rules appropriate to the developmental and functional levels of the child;
- establishes a clear system of rewards and consequences; and
- ensures the child's safety and sense of security through supervision and guidance.

Moderate Service Level

In addition to the supervision required at the Basic Service Level, the caregiver provides:

- more than routine supervision with additional structure and support, preferably in a family-like setting. The supervision should include structured daily routines with clearly defined expectations;
- regular daily supervision for a child with developmental delays, mental retardation, or primary medical or habilitative needs; and
- intermittent interventions, as appropriate. Intermittent interventions typically consist of verbal guidance, assistance, and monitoring by a caregiver.

Specialized Service Level

In addition to the supervision required at the Moderate Service Level, the provider:

- has a written policy statement that describes how supervision is provided and explains how the program is structured to stabilize or improve the child's functioning;
- has specialized training to provide therapeutic and habilitative support and interventions in a treatment setting;
- has an adequate number of caregivers available at all time to meet a child's needs, taking into account:
 - the child's age,
 - his or her medical, physical, and mental condition, and
 - other factors that affect the amount of supervision required;

ATTACHMENT A-1

- has written plans for the direct, continuous observation of a child who presents a significant risk of harm to self or others;
- provides close daily supervision for a child with developmental delays or mental retardation; and
- provides constant supervision and, as appropriate, extensive intervention, for a child with primary medical or habilitative needs. Extensive intervention typically consists of physical intervention, assistance, and monitoring by a caregiver.

Intense Service Level

In addition to the supervision required at the Specialized Service Level, the caregiver:

- has specialized training to provide intense therapeutic and habilitative support and interventions in a highly structured treatment setting with little outside access;
- has an adequate number of caregivers available to provide 24-hour supervision;
- provides 24-hour supervision for a child with developmental delays or mental retardation; and
- provides 24-hour close supervision and, as appropriate, frequent and continuous interventions for a child with primary medical or habilitative needs. These interventions typically consist of hands-on physical intervention, assistance, and monitoring.

Child-To-Caregiver Ratio

Basic Service Level

The child-to-caregiver ratio must meet the applicable licensing standards.

Moderate Service Level

The child-to-caregiver ratio must meet the applicable licensing standards.

Specialized Service Level

The child-to-caregiver ratio must meet the applicable licensing standards.

There must be a written staffing plan documenting the ability to provide awake caregivers throughout the night whenever necessary to meet the needs of a particular child.

Intense Service Level

During all waking hours, the child-to-caregiver ratio must be no more than five to one.

During sleep hours, the child-to-caregiver ratio must meet the applicable licensing standards.

There must be enough caregivers to provide 24-hour supervision to ensure the child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.

The staffing patterns and assignments must be documented in writing. The documentation includes the child-to-caregiver ratios, hours of coverage, and plans for providing backup caregivers in emergencies.

ATTACHMENT A-1

The written staffing plan documents the ability to provide a one-to-one child-to-caregiver ratio for 24 hours whenever necessary to meet the needs of a particular child.

Medical Care

Basic Service Level

The caregiver:

- arranges for medical and dental services as determined by an agreement between the caregiver and DFPS. The medical and dental services include routine services, annual check-ups, and services that are medically necessary;
- documents in the child's record that the child received these services; and
- ensures that all the medications the child needs are administered as prescribed by the physician.

Moderate Service Level

The caregiver arranges for or ensures:

- the same medical and dental services that are required at the Basic Service Level;
- monitoring by a physician for a child who is receiving psychotropic medication as often as clinically necessary and appropriate; and
- licensed nursing services, assistance with mobility, and routine adjustment or replacement of medical equipment for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs.

Specialized Service Level

The provider arranges for or ensures:

- the same medical and dental services that are required at the Moderate Service Level;
- a written plan, agreement, or contract with medical personnel to provide routine medical, nursing, and psychiatric services based on the needs of the child as identified in the child's service plan. The plan or agreement for medical, nursing, and psychiatric services must include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic but stable physical illnesses; and
- services, as appropriate, for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs, including:
 - consistent and frequent medical attention,
 - a skilled caregiver to provide medical assistance,
 - an on-call nurse to be available,
 - assistance with mobility, and
 - administering of life-support medications and treatments.

Intense Service Level

The provider arranges for or ensures:

ATTACHMENT A-1

- the same medical and dental services that are required at the Specialized Service Level;
- a written plan, agreement, or contract with medical personnel to provide 24-hour, on-call medical, nursing, and psychiatric services based on the needs of the child as identified in the child's service plan. The plan or agreement for medical, nursing, and psychiatric services shall include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic illnesses; and
- services, as appropriate, for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs, including:
 - 24-hour medical or nursing supervision,
 - 24-hour availability of nursing, medical, and psychiatric services, and
 - one-to-one supervision during the provision of medical and dental services.

Recreation

Basic Service Level

The caregiver:

- ensures that opportunities to participate in community activities, such as school sports or other extracurricular school activities, church activities, or local social events, are available to the child; and
- organizes family activities that identify, recognize, and reinforce the support that is available to the child.

Moderate Service Level

In addition to the recreation and leisure-time services required at the Basic Service Level, the caregiver:

- arranges and supervises structured daily routines for the child that include recreational and leisure-time activities;
- ensures the activities are designed to meet the child's therapeutic, developmental, and medical needs;
- documents the daily routine and the recreational and leisure-time activities the child participated in;
- allows enough flexibility in the daily routine and activities for the child to manage his or her time based on individual goals; and
- provides activities that are modified to meet any restrictions or limitations because of a child's developmental disability, mental retardation, or medical condition.

Specialized Service Level

In addition to the recreation and leisure-time services required at the Moderate Service Level, the caregiver:

- designs the structured daily routine and the recreational and leisure-time activities to address the needs of the child in care;
- documents the therapeutic value of each activity based on the child's service plan; and

ATTACHMENT A-1

- ensures medical and physical supports, if necessary, for a child with primary medical or habilitative needs during recreational and leisure-time activities.

Intense Service Level

In addition to the recreation and leisure-time services required at the Specialized Service Level, the caregiver provides

- an individualized plan designed by an interdisciplinary team of professionals who are qualified to address the child's individual needs. The individual recreation plan must specify the structured daily routine and the recreational and leisure-time activities and must be included in the child's service plan; and
- one-to-one medical and physical supports, if necessary, for a child with primary medical or habilitative needs during recreational and leisure-time activities.

Education

Children at the Basic, Moderate, Specialized, and Intense Service Levels need:

- a public school accredited by the Texas Education Agency (TEA);
- a special "non-public school" with an educational program approved by TEA;
- a private or other non-public school accredited under the requirements of the Texas Private School Accreditation Commission (TPSAC); or
- a private or other non-public school that has applied for accreditation under the requirements of TPSAC.

Basic Service Level

The caregiver ensures access to a free and appropriate education within the limits of state and federal law.

The caregiver provides reasonable support and assistance for each child who qualifies as a special education student under the Individuals with Disabilities Education Act to ensure that the appropriate educational and related services, including Early Childhood Intervention, are available in the least restrictive environment appropriate. This may include participation in the Admission, Review and Dismissal Committee to develop the Individual Education Plan explaining how the student will be educated.

Moderate Service Level

In addition to the educational services required at the Basic Service Level, the caregiver provides additional structure and educational support.

Specialized Service Level

In addition to the educational services required at the Moderate-Service Level, the caregiver must:

- coordinate the child's educational and related services with the child's service plan and document their consistency;
- designate a liaison with the child's school;
- document the liaison's involvement in the child's education; and

ATTACHMENT A-1

- document a written description of the relationship between the provider and the school district or a written agreement between the provider and the school district outlining the responsibilities of each party, including procedures for resolving conflicts.

Intense Service Level

In addition to the educational services required at the Specialized Service Level, one-to-one support, as appropriate, is provided by caregivers who are trained to deal with the child's special needs and to encourage the child to participate in the education process.

Casework and Support Services

Basic Service Level

The provider must ensure:

- services that are designed to maintain and improve the child's functioning in a family setting;
- assistance and support in developing or maintaining social skills appropriate to the child's age and development;
- affection, reassurance, and involvement in activities appropriate to the child's age and development to promote the child's well-being;
- support in helping the child adjust to the current placement; and
- access to therapeutic, habilitative, and medical support addressing the child's particular needs, as specified in the child's service plan. If therapeutic, habilitative, and medical support services are provided, they must be documented.

Moderate Service Level

In addition to the casework and support services that are required at the Basic Service Level, the provider also ensures:

- additional structure and support are provided in a family-like setting;
- that all caregivers receive support and direction from someone who is qualified to supervise their functioning as caregivers;
- completion of a diagnostic assessment on each child within 40 days of admission. The assessment must address the child's strengths and needs in the following areas:
 - Physical
 - Psychological
 - Behavioral
 - Family
 - Social
 - Educational
- provision of intermittent therapeutic, habilitative, and medical interventions in an environment designed to help the child attain or maintain functioning appropriate to the child's age and development;

ATTACHMENT A-1

- provision of individual, group, and family therapy for those children who need therapy by professional therapists or counselors or paraprofessional staff under the direct supervision of professional therapists or counselors;
- documentation of the provider's philosophy and program model governing therapeutic interventions and treatments, and how the therapeutic or habilitative program addresses the child's individual needs; and
- a written schedule of structured daily routines that is consistent with the provider's programs of therapeutic support.
- If the child qualifies for substance abuse services, the provider arranges for a substance abuse assessment and intensive therapeutic interventions. The therapeutic interventions may be provided on an outpatient basis and may include individual, family, or group therapy.

Specialized Service Level

In addition to the casework and support services required at the Moderate Service Level, the provider must ensure:

- therapeutic, habilitative, and medical interventions that are regularly scheduled and professionally designed and supervised to help the child attain functioning appropriate to the child's age and development;
- individual, group, and family therapy by professional therapists or counselors for those children who need therapy; and
- the child's participation in a substance abuse treatment program, if the child qualifies for substance abuse services. The program may be either residential or nonresidential.

Intense Service Level

In addition to the casework and support services required at the Specialized Service Level, the provider ensures frequent and intense therapeutic, habilitative, and medical interventions that are individually designed to stabilize the child's condition.

Service Plans

Basic Service Level

A service plan must:

- be developed within 40 calendar days of the child's admission;
- be based on the child's plan for permanency;
- identify strengths; and
- document strategies to address the child's:
 - medical and dental needs,
 - developmental, educational, and vocational needs, including life skills appropriate to the child's age and development,
 - family contact needs,
 - social needs, and
 - emotional needs.

ATTACHMENT A-1

The caregiver and the child, as appropriate, actively participate in the development, implementation, and periodic review of the service plan.

The provider must periodically review service plans according to the appropriate licensing standard.

Moderate Service Level

In addition to the service plan requirements at the Basic Service Level, the provider must:

- have a case manager to coordinate implementation of the service plan;
- develop a service plan based on the diagnostic needs assessment for each child within 40 calendar days of the child's admission. This plan must include:
 - an estimate of the length of time the child will remain in care,
 - a description of the goals of service,
 - specific instructions for caregivers,
 - a transition plan, and
 - documentation of:
 - the plan having been shared with the child and the child's parents or managing conservator, and
 - the child's care to date; and
 - review a service plan by:
 - evaluating the services to date that have been provided to the child in each domain or function, and
 - identifying any additional need that has arisen since the previous service plan was developed.

Specialized Service Level

In addition to the service plan requirements at the Moderate Service Level:

- an initial service plan for each child is developed within 72 hours of the child's admission; and
- the diagnostic needs assessment and service plan for each child are developed by an interdisciplinary team or a full-time staff member with:
 - three years of experience in treating children with similar characteristics,
 - a master's degree in a mental health field from an accredited college or university, and
- a therapist or counselor license or a professional medical license.

Intense Service Level

In addition to the service plan requirement at the Specialized Service Level, the provider must expand the service plan to cover all of the child's waking hours and include a description of:

- the emotional, behavioral, and physical conditions that require the Intense Service Level;

ATTACHMENT A-1

- the emotional, behavioral, and physical conditions the child must achieve and maintain to be assigned to a lower service level;
- the special treatment program and other services and activities that are planned to help the child achieve and maintain a condition allowing a lower service level; and
- the criteria for reevaluating the child's condition after 90 days and deciding whether to:
 - continue the placement at the Intense Service Level,
 - continue the placement at a lower service level,
 - transfer the child to a less restrictive setting, or
 - refer the child to an inpatient hospital.

The provider must ensure that an interdisciplinary team of professionals develop, review, and supervise each child's service plan.

Training

Basic Care Level

Each family unit must receive at least 20 hours of training every year to help them understand the needs and characteristics of children in care, provide the care and emotional support that children need, and appropriately manage children's behavior.

Initial first-aid and cardiopulmonary resuscitation training cannot be counted toward meeting this annual training requirement. However, hours earned renewing first-aid and cardiopulmonary resuscitation training may be counted toward the annual requirement.

Moderate Service Level

In addition to the training requirements at the Basic Service Level, each caregiver must receive pre-service training in areas appropriate to the needs and characteristics of children in care. The number of hours of annual training required at the Moderate Service Level is 30 hours per caregiver. These hours of training must help the caregiver understand the provider's therapeutic and habilitative treatment modalities, service programming, and behavior management programs.

All caregivers who administer psychotropic medications must receive training on psychotropic medications. Training on psychotropic medication must be conducted by a licensed physician, a registered nurse, or a pharmacist. After the psychotropic medication training, the trainer assesses each participant to ensure that the participant has learned the course content. The training course provided to caregivers must include:

- identification of psychotropic medications;
- basic pharmacology (the actions, side effects, and possible adverse reactions regarding various medications);
- techniques and methods of administering medications; and
- related policies and procedures.

The training received on psychotropic medication may be counted toward the annual training requirement. A provider will be exempt from this training requirement if the provider has a written policy statement specifying that the provider does not accept or maintain children on psychotropic medications.

ATTACHMENT A-1

Specialized and Intense Service Levels

In addition to the training requirements at the Moderate Service Level, new caregivers without previous experience in residential childcare may not be assigned sole responsibility for any child until the new caregiver has been supervised for at least 40 hours while conducting direct childcare duties. An experienced caregiver must be physically available to each new caregiver at all times, until the new caregiver acquires the supervised experience. The provider must document the supervised childcare experience of every caregiver who provides direct care to children.

All caregivers, except caregivers in foster homes verified by child-placing agencies, must receive 50 hours of training each year.

Caregivers in foster homes verified by child-placing agencies must meet the following requirements:

- For homes with two or more caregivers, each caregiver must receive at least 30 hours of training.
- For homes with one caregiver, the caregiver must receive at least 50 hours of training.

ATTACHMENT A-2

RESIDENTIAL SERVICES TO BE PROVIDED AT THE FOLLOWING LOCATION:

NAME OF AGENCY:

Positive Steps, Inc.
4003 Griggs Road
Houston, TX 77021

FACILITY LOCATION:

Positive Steps, Inc.
3422 Southmore
Houston, TX 77004

ATTACHMENT A-3

CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department (JPD) or Texas Juvenile Justice Department (TJJD) residential case plan;
 - b. Behavioral goals established by the JPD or; TJJD
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

- A) **Food.**
- i. The Contractor shall provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards.
 - ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
 - iii. The Contractor shall ensure that children have input into meal planning.
- B) **Clothing and Personal Items.**
- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within 30 days after an unplanned discharge;
 - b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

ATTACHMENT A-3

CONTRACTED COMPONENTS OF CARE

- c. Sending the clothing and personal item inventory with the juvenile probation officer (JPO), TJJD staff, or other department designee at discharge for planned discharges; and
 - d. Providing the juvenile probation department with the clothing and personal item inventory within 30 days after an unplanned discharge.
 - ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
 - iii. The Contractor shall allow children to label their clothes with their name or initials.
 - iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.
- C) Room, Board, and Furnishings.**
- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
 - ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
 - iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.
 - b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
 - c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

ATTACHMENT A-3

CONTRACTED COMPONENTS OF CARE

B) De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the JPD or TJJD. The Chief Juvenile Probation Officer, or the Senior Director of State Programs and Facilities, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to JPD or TJJD staff on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child's education portfolio to the JPD or TJJD at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child's education portfolio; and
 - b. The child's education portfolio includes the child's current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

B) Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

ATTACHMENT A-3

CONTRACTED COMPONENTS OF CARE

- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
- i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the JPD or TJJD which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the JPD or TJJD or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.

ATTACHMENT A-4
COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

I. Obligations of Dallas County:

- A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
- B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.

II. Obligations of the Contractor:

- A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
- B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
- C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
- D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
- E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD.
- F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
 - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

ATTACHMENT A-4

COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)

- (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.
- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.

ATTACHMENT A-4
COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)

- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
 - O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.
- III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.



TEXAS GOVERNMENT CODE

CHAPTER 2270 VERIFICATION FORM

I, Yvonne Hawkins (Person name), the undersigned representative of (Company or Business name) Positive Steps, Inc.

(hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Yvonne Hawkins
Signature

Yvonne Hawkins
Printed Name

Executive Director
Title

October 10, 2018
Date

AFFIX NOTARY STAMP / SEAL ABOVE



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

Yvonne Hawkins
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 10th day of October, 20 18, to certify which, witness my hand and seal of office.

Elizabeth Taylor
Signature of officer administering oath

Elizabeth Taylor
Printed name of officer administering oath

Notary
Title of officer administering oath

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: Positive Steps, Inc



Signature, Authorized Representative of Contractor

October 10, 2018

Date

Executive Director

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Positive Steps Inc
Houston, TX United States

Certificate Number:
2018-414222

Date Filed:
10/12/2018

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-74
Residential Treatment Services for female youths.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Hawkins, Yvonne	Houston, TX United States	X	

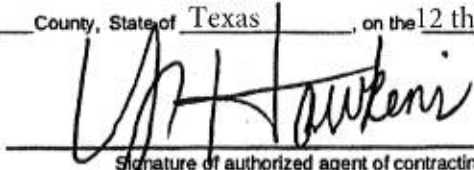
5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Yvonne Hawkins and my date of birth is Jan 13, 1958
My address is 4003 Briggs Rd Houston TX 77021 HARRIS
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 12 day of October, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018 -XXX

DATE: October 22, 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 22nd day of October, 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 Department historically contracts with community-based providers for standard residential services; and

WHEREAS, this department has a need to contract with a specific residential provider (Positive Steps, Inc., in Houston, Texas) who will accept and treat a female juvenile requiring residential sex offender treatment; and

WHEREAS, the Juvenile Department is requesting the Juvenile Board's approval to execute a professional services contract with Positive Steps, Inc. for the provision of residential sex offender treatment for a female juvenile who requires this type of treatment; and

WHEREAS, the professional services contract will become effective upon final execution of the contract documents and will terminate upon the youth's discharge from Positive Steps, Inc.; and

WHEREAS, the standard length of stay for contract residential sex offender treatment is 365 days; and

WHEREAS, the youth in question has been accepted by Positive Steps at the specialized service level which has a per diem reimbursement rate of \$277.37; and

WHEREAS, the residential services contracts will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the request of the Dallas County Juvenile Department to execute a professional services contract with Positive Steps, Inc.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Ratification of Contract Amendment with Dallas Children's Advocacy Center

Background of Issue:

On April 1, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board ratified the Youth with Sexual Behavior Problems Grant Application. On September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award are services provided by the Dallas Children's Advocacy Center (DCAC).

The Dallas County Juvenile Department in conjunction with the Dallas Children's Advocacy Center (DCAC) has made strides within the Dallas County community, including reducing misperceptions of youth with sexual behavior problems and addressing trauma to promote healing in youth and families. However, during the initial two-year award, all funding was not expended due to the programming starting in October 2017. As a result, the Dallas County Juvenile Department requested a No-Cost Extension of the grant award to allow an opportunity for the unexpended funds to be utilized. On August 13, 2018, the Dallas County Juvenile Department was approved an extension. The purpose of this briefing is to request the Dallas County Juvenile Board ratify the contract amendment with the Dallas Children's Advocacy Center for the period of October 1, 2016 to September 30, 2019.

Impact on Operations and Maintenance:

The Dallas County Juvenile Department in conjunction with the Dallas Children's Advocacy Center has made strides within the Dallas County community, including reducing misperceptions of youth with sexual behavior problems and addressing trauma to promote healing in youth and families. Through this funding the Dallas Children's Advocacy Center will be able to continue providing services to treat youth, ages 10 to 14 years old, with sexual behavior problems, as well as offer services to the victim(s) and their family.

The Dallas County Youth with Sexual Behavior Problems Program will continue utilizing the multi-disciplinary team (MDT) meetings. The MDT meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the program and coordinate service delivery. The Dallas Children's Advocacy Center will provide contracted services for a Problematic Sexual Behavior Coordinator. As the main point of contact for MDT meetings, the Problematic Sexual Behavior Coordinator is responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating

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

logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program.

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

Strategic Plan Compliance:

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

Legal Information:

The contract with the Dallas Children's Advocacy Center has been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The signature of the Dallas County Judge is required on the contract.

Financial Impact/Considerations:

Remaining funds from the original award of \$300,000 total \$98,297.98. The no-cost extension funding period begins October 1, 2018 to September 30, 2019, and will fund one contracted Problematic Sexual Behavior Coordinator's salary, totaling \$60,682.35. The remaining funds, \$37,615.63, will go towards the Department's current position #5619. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams.

Performance Impact Measures:

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

Project Schedule/Implementation:

This project was granted an extension for 1 year. The agreement is for October 1, 2016 to September 30, 2019.

Recommendation:

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

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

OJJDP FY 2016 Youth with Sexual Behavior Problems Program

The Solicitation's overall objective is to develop and implement community-based intervention programs for youthful sexual offenders aged 10-14 and their victims and non-offending family or household members

Solicitation Performance Measures	Data Grantees Provide	7/1/2018 - 12/31/2018	1/1/2019 - 06/30/2019	07/01/2019 - 09/30/2019	Total
Percentage of programs/ initiatives employing evidence-based programs or practices	Number of program/initiatives employing evidence based programs or practices				
	Total number of programs/initiatives				
Percentage of youth with whom an evidence-based program or practice was used	The number of youth (by gender, race, and ethnicity) served using an evidence based practice				
	Total number of youth (by gender, race, and ethnicity) served during the reporting period				
Percentage of program youth completing program requirements	Number of program youth (by gender, race, and ethnicity) who exited the program having completed program requirements				
	Total number of youth (by gender, race, and ethnicity) who exited the program during the reporting period (either successfully or unsuccessfully)				
	Total number of program youth (by gender, race, and ethnicity) served				
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period				
Percentage of program youth who OFFEND	Number of program youth (by gender, race, and ethnicity) who had an arrest or delinquent offense during the reporting period				
	Number of program youth (by gender, race, and ethnicity) who were committed to a juvenile facility during the reporting period				

Solicitation Performance Measures	Data Grantees Provide	10/1/2018 - 12/31/2018		1/1/2019 - 06/30/2019	Total
	Number of program youth (by gender, race, and ethnicity) who were sentenced to adult prison during the reporting period				
	Number of program youth (by gender, race, and ethnicity) who received another sentence during the reporting period				
	Total number of program youth served				
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period				
Number of program youth who were VICTIMIZED	Number of program youth (by gender, race, and ethnicity) who were victimized				
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period for victimization				
	Total number of program youth served				
Number of program youth who are REVICTIMIZED	Number of program youth (by gender, race, and ethnicity) who were revictimized				
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period for revictimization				
	Number of youth (by gender, race, and ethnicity) served				
Percentage of program youth who RE-OFFEND	Number of program youth (by gender, race, and ethnicity) who had a new arrest or new delinquent offense during reporting period				
	Number of program youth (by gender, race, and ethnicity) who were recommitted to a juvenile facility during the reporting period				
	Total number of program youth (by gender, race, and ethnicity) served				

Solicitation Performance Measures	Data Grantees Provide	10/1/2018 - 12/31/2018		1/1/2019 - 06/30/2019	Total
	Number of program youth (by gender, race, and ethnicity) tracked during the reporting period				
Percentage of program youth exhibiting a desired change in the targeted behavior	Number of program youth (by gender, race, and ethnicity) exhibiting a desired change in the targeted behavior (determined by pre-post testing)				
	Number of program youth (by gender, race, and ethnicity) offenders served				
Number of service hours completed by program youth offenders	Number of service hours completed by program youth offenders				
Percentage increase in family members served during reporting period	Number of family members carried over from the previous reporting period				
	New admissions during the reporting period				
Number of program materials developed	Number of program materials developed				
Number of planning activities conducted	Number of planning activities conducted				
Number of people trained	Number of people trained (by type: program staff/ community members/ professionals)				

Categorical Assistance Progress Report (CAPR) Format

GRANTEE NAME:

GRANT NUMBER:

REPORTING PERIOD: _____ to _____

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

2. EXECUTIVE SUMMARY:

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

3. STATUS OF PROJECT GOALS/OBJECTIVES:

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

Goal 1:

Project Objective A:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Goal 2:

Project Objective A:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Goal 3:

Project Objective A:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective B:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

Project Objective C:

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

Indicate Number of Youth Served:

Activity:

Progress:

Barriers to Obtaining Objectives:

Corrective Action:

4. MODIFICATION IN THE IMPLEMENTATION OF THE PROJECT STRATEGY:

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

5. CURRENT TIMELINE:

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

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

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

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

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

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

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

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

Questions???

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



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

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 11

PROJECT NUMBER 2016-MU-MU-K046

AWARD DATE 09/15/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

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

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

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

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

2. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

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

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

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 3 OF 11

PROJECT NUMBER 2016-MU-MU-K046

AWARD DATE 09/15/2016

SPECIAL CONDITIONS

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

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

5. Requirement to report potentially duplicative funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. OJP Training Guiding Principles

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

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13. Effect of failure to address audit issues

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

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

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

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

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

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

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

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

17. Restrictions on "lobbying"

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

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

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

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

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

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

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

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

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

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

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

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

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

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

22. Encouragement of policies to ban text messaging while driving

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

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

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

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

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

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

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

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

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25. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
26. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

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

27. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
28. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

29. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
30. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
31. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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

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THE STATE OF TEXAS

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THE COUNTY OF DALLAS

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CONTRACT AMENDMENT

Between

**DALLAS COUNTY
("County")**

and

**Dallas Children's Advocacy Center
("Contractor")**

1. PURPOSE:

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court"), and Dallas Children's Advocacy Center (hereinafter, "Contractor" or "DCAC").

In October 2016, the Office of Juvenile Justice and Delinquency Prevention awarded Dallas County Juvenile Department, in conjunction with Dallas Children's Advocacy Center, funding through the FY 2016 Youth with Sexual Behavior Problems Program. In August 2018, the Office Of Juvenile Justice and Delinquency Prevention approved an extension of the grant period through FY19. The purpose of this program is to advance the Department's sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS) and victim services, as well as adding treatment services at DCAC for youth with sexual behavior problems.

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

- A. **ACTIVITIES:** One major component of the Dallas County Youth with Sexual Behavior Problems Program is the use of the multidisciplinary team. Multidisciplinary team meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the Dallas County Youth with Sexual Behavior Problems Program and coordinate service delivery.

- B. The Dallas County Juvenile Department, in conjunction with the Dallas Children's Advocacy Center will enhance services to youth, ages 10 to 14 years old, with sexual behavior problems, the victim(s), and their family.
- C. With these funds, one Clinician, through the Dallas County Juvenile Department, serves survivors of sexual abuse, who are typically the siblings of close family relatives of the juvenile offender. The Dallas Children's Advocacy Center utilizes a multidisciplinary team coordinator who is responsible for facilitating juvenile cases, with problematic sexualized behavior, and coordinating logistics and communications related to the multi-disciplinary team meetings.
- D. Funding from this grant will pay Contractor for contracted services for the following: A Problematic Sexual Behavior Coordinator who is solely responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This position actively coordinates, enhances and supports efforts to build relationships with Contractor's Partners, including onsite interactions, as well as coordinate and manage relationships associated with all cases regarding juvenile investigations with the Dallas County Youth with Sexual Behavior Problems Program. This will be a yearly salary of \$46,436.35, with fringe benefits totaling \$14,246.00. For one year, the total is \$60,682.35. Contractor must submit invoice for reimbursement for previous services in an approved format. Thereafter, Contractor must submit monthly invoice for reimbursement in an approved format by the County within timeframes as described in Section 4. e. Payment will not exceed \$60,682.35.

2. TERM:

The term of this Contract shall be from October 1, 2016 to September 30, 2019.

3. INCORPORATED DOCUMENTS:

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

- A. (Exhibit A), Attachment A, Performance Outcomes and Categorical Assistance Progress Report
- B. (Exhibit B), Attachment B, Office of Juvenile Justice and Delinquency Prevention Special Conditions
- C. (Exhibit C), Attachment C, Juvenile Department Title VI Assurances
- D. (Exhibit D), Attachment D, Certificate of Interested Parties 1295

4. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

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

- (a) Compensation for Professional Services. Contractor has agreed to be compensated for the services described herein in accordance with the Office of Juvenile Justice and Delinquency Prevention Dallas County Youth with Sexual Behavior Problems Program grant (2016-MU-MU-K046).
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed \$60,682.35 for the performance of the services described herein; Contractor shall monitor the cumulative billings against the estimated budget and send County written notification of when such billings reach eighty percent (80%) of the maximum payable amount for the services described herein. Contractor assures County that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of (\$60,682.35) without following the procedures described in this subsection. County shall not pay for any services that would cause the amounts payable for the services described herein to exceed the maximum amount payable of (\$60,682.35) without a formal written amendment approved by the Commissioners Court and/or an Order evidencing such.
- (c) County will make payments to Contractor upon receipt of a verified and fully written documented invoice in an approved format by the County.
- (d) County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement (as set forth in parts (a) and (b) above).
- (e) Contractor agrees to submit complete, fully documented and accurate Itemized invoices with appropriate documentation in an approved format as required by the County, by the 20th day following the last day of the month in which the service is provided.
- (f) Contractor's invoices shall be fully documented in accordance with specifications.
- (g) Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules, regulations, and grant as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- (h) Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County approves reimbursements for services rendered from October 1, 2018 to November 30, 2018. Anytime thereafter, County must approve any further exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- (i) County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.

- (j) County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- (k) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.
- (l) As a non-federal entity, Contractor, agrees to remain compliant with 2 CFR section 180.300, and confirms that Contractor is not suspended or debarred or otherwise excluded from participating in this transaction. Contractor agrees that Dallas County may collect certification at any time.

5. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- (a) Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas. NOTE: This does not include making copies of confidential client progress notes or files. If this information is needed, a clinical summary of services will be provided to the County in support of their reporting requirements to the state.
- (b) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- (c) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records, books, and documents.
- (d) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County

shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

- (e) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

- (f) Reporting and Documentation. Provide County, via the Juvenile Department, with:

Geographic Area: Dallas County

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

Contractor shall collect and maintain the data and complete the progress report (Exhibit A) for the purpose of measuring the effectiveness of the program, and to submit this data and progress report to County by the 15th day of the month after the end of the OJJDP designated semi-annual reporting period (June and December), which includes the final progress report due September 15, 2019.

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

6. CONFIDENTIALITY:

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

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

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

7. CONFIDENTIAL OR PROPRIETARY MARKING:

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

8. INDEMNIFICATION:

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

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

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

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

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS,

REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

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

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

9. INSURANCE:

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

1. The following minimum insurance coverage is required:

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

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

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

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

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.
- 2. Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
 - (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
 - (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
 - (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
 - (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
 - (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
 - (f) Provide for notice to the County at the address shown below by registered mail.
 - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
 - 3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
 - 4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
 - 5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.

6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to Immediate termination at County's sole discretion.
7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;
 - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) any combination of the above.
 - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

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

20. NONPERFORMANCE:

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.

21. SUSPENSION:

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

amendment will be executed in accordance with Section 29 (Amendments and Changes in the Law) of this Agreement.

22. TERMINATION:

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

- (a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.
- (b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - (1) Lack of, or reduction in, funding or resources in accordance with Section 40 (Fiscal Funding Clause);
 - (2) Non-performance by Contractor as described in Section 20 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
 - (3) Contractor's improper, misuse or inept performance of services under this Agreement;
 - (4) Contractor's failure to comply with the terms and provisions of this Agreement;
 - (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
 - (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - (8) If funds allocated by the DSHS shall become reduced, depleted, or unavailable during the contract term;
 - (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
 - (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 31 (Assignment);

(11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

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

24. NOTICE:

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

TO COUNTY:

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

TO CONTRACTOR:

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

25. SEVERABILITY:

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

26. SOVEREIGN IMMUNITY:

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

27. COMPLIANCE WITH LAWS:

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

28. GOVERNING LAW AND VENUE:

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

between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

29. AMENDMENTS AND CHANGES IN THE LAW:

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

30. THIRD PARTIES:

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

31. ASSIGNMENT:

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

32. CONTRA PROFERENTUM:

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

33. ENTIRE AGREEMENT:

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

34. BINDING EFFECT:

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

35. REMEDIES/WAIVER OF BREACH:

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

default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

36. FEDERAL FUNDED PROJECT:

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

37. OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION SPECIAL CONDITIONS:

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

38. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

39. PREVENTION OF FRAUD AND ABUSE:

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

40. FISCAL FUNDING CLAUSE:

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

41. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but

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

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

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

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

43. CERTIFICATE OF INTERESTED PARTIES 1295:

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

44. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Contractor.

45. SUBCONTRACTING:

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

46. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or

breach of this Agreement.

- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Commissioners Court.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply (Exhibit A).
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.
- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.

- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (l) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (m) Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- (n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Contractor, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.
- (o) Contractor understands and agrees that the services being provided under this Agreement by Contractor is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Contractor agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Contractor to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONTRACTOR SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.**
- (p) Contractor certifies to County that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (q) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (r) Contractor shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.
- (s) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

47. PROMPT PAYMENT ACT:

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

48. TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by County; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all County information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse affect on County's system. This provision shall survive termination or cancellation of this Agreement.

49. SIGNATORY WARRANTY:

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

50. ACCEPTANCES:

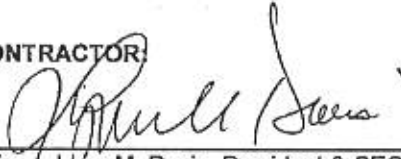
By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Agreement in full.

EXECUTED this 11 day of Oct, 2018

DALLAS COUNTY:


BY: Clay Jenkins
Dallas County Judge

CONTRACTOR:



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

DALLAS COUNTY JUVENILE BOARD



Judge Cheryl Lee Shannon, Chairman

RECOMMENDED:

BY: Darryl A. Beatty, Director
Dallas County Juvenile Department

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

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:
2018-412603

Date Filed:
10/09/2018

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-34

Amendment 1 - OJJDP Grant - Management of Youth with Sexual Behavior Program

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Lynn M. Davis, President/CEO, and my date of birth is 04/09/1959.

My address is 5351 Samuell Blvd Dallas TX 75228 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 9 day of Oct., 2018.
(month) (year)

Lynn M. Davis

Signature of authorized agent of contracting business entity
(Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: October 22, 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 22nd day of October 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, on April 1, 2016, the Dallas County Juvenile Department (DCJD) submitted a grant application in response to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) solicitation 2016-9004 called "OJJDP FY 2016 Youth with Sexual Behavior Problems Program." In conjunction with the Dallas Children's Advocacy Center (DCAC), the application included advancing the DCJD sex offender treatment program, Successful Thinking and Responsible Sexuality (STARS), and victim services, as well as adding services at DCAC for youth with sexual behavior problems. At its April 25, 2016 meeting, the Dallas County Juvenile Board ratified the Youth with Sexual Behavior Problems Grant Application. On September 15, 2016, the Dallas County Juvenile Department was awarded \$300,000.00, with a project period from October 1, 2016 to September 30, 2018 (Grant No. 2016-MU-MU-K053). Included in the award are services provided by the Dallas Children's Advocacy Center (DCAC); and

WHEREAS, the Dallas County Juvenile Department in conjunction with the Dallas Children's Advocacy Center (DCAC) has made strides within the Dallas County community, including reducing misperceptions of youth with sexual behavior problems and addressing trauma to promote healing in youth and families. However, during the initial two-year award, all funding was not expended due to the programming starting in October 2017. As a result, the Dallas County Juvenile Department requested a No-Cost Extension of the grant award to allow an opportunity for the unexpended funds to be utilized. On August 13, 2018, the Dallas County Juvenile Department was approved an extension. The purpose of this briefing is to request the Dallas County Juvenile Board ratify the contract amendment with the Dallas Children's Advocacy Center for the period of October 1, 2016 to September 30, 2019; and

WHEREAS, the Dallas County Juvenile Department in conjunction with the Dallas Children's Advocacy Center has made strides within the Dallas County community, including reducing misperceptions of youth with sexual behavior problems and addressing trauma to promote healing in youth and families. Through this funding the Dallas Children's Advocacy Center will be able to continue providing services to treat youth, ages 10 to 14 years old, with sexual behavior problems, as well as offer services to the victim(s) and their family; and

WHEREAS, The Dallas County Youth with Sexual Behavior Problems Program will continue utilizing the multi-disciplinary team (MDT) meetings. The MDT meetings include multiple stakeholders/agencies, including the Dallas County Juvenile Department, who collaborate on the treatment of youth involved in the program and coordinate service delivery. The Dallas Children's Advocacy Center will provide contracted services for a Problematic Sexual Behavior

Coordinator. As the main point of contact for MDT meetings, the Problematic Sexual Behavior Coordinator is responsible for facilitating juvenile cases with problematic sexual behavior, and coordinating logistics and communications related to the Dallas County Youth with Sexual Behavior Problems Program's multi-disciplinary team meetings. This will assist the Dallas County Juvenile Department with achieving the project's goals and advancing the Department's and the Dallas Children's Advocacy Center's sex offender treatment program; and

WHEREAS, administrative management of this program is through the Department's Clinical Services Division; and

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

WHEREAS, the contract with the Dallas Children's Advocacy Center has been approved as to form by Administrative Legal Advisor Denika Caruthers and Forms 1295 and Title VI have been completed per requirements. The signature of the Dallas County Judge is required on the contract; and

WHEREAS, remaining funds from the original award of \$300,000 total \$98,297.98. The no-cost extension funding period begins October 1, 2018 to September 30, 2019, and will fund one contracted Problematic Sexual Behavior Coordinator's salary, totaling \$60,682.35. The remaining funds, \$37,615.63, will go towards the Department's current position #5619. The funding source has been reviewed and approved by the Juvenile Department's Budget Manager, Ms. Carmen Williams; and

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

WHEREAS, this project was granted an extension for 1 year. The agreement is for October 1, 2016 to September 30, 2019.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

L.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl Beatty, Director
Subject: Approval of Amendment #1 to the Memorandum of Understanding between Dallas County Juvenile Department and Succeeding at Work

Background of Issue:

The original Memorandum of Understanding between the Dallas County Juvenile Department and Succeeding At Work was presented on August 27, 2018 and approved by the Juvenile Board (Order #2018-085). The purpose of this brief is to request approval of Amendment #1 to the Memorandum of Understanding between Dallas County Juvenile Department and Succeeding at Work regarding insurance coverage.

Impact on Operations and Maintenance:

Every contractor is responsible for ensuring that it has and maintains insurance policies with the limits specified being the minimum. The contractor must provide proof of insurance coverage to Dallas County.

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 memorandum of Understanding amendment has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor, and requires the approval of the Dallas County Juvenile Board.

Financial Impact/Considerations:

There is no financial impact regarding this amendment. This information has been reviewed by Ms. Carmen Williams, Juvenile Department Budget Manager.

Performance Impact Measures:

There are no specific performance measures.

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

Project Schedule/Implementation:

The project schedule date remains the same as specified in the original MOU.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Amendment #1 to the Memorandum of Understanding with Succeeding at Work. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



Darryl A. Beatty, Director
Dallas County Juvenile Department

AMENDMENT NO. 1
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
DALLAS COUNTY JUVENILE DEPARTMENT
AND
SUCCEEDING AT WORK

WHEREAS, pursuant to the Dallas County Juvenile Board Order No: 2018-085 dated: August 27, 2018, Succeeding at Work (Teens at Work Program) entered into a Memorandum of Understanding (the "Original MOU") with Dallas County Juvenile Department (DCJD) for the purpose of providing education, training, job placement and volunteer opportunities for youth at the Dr. Jerome McNeil Detention Center, including the RDT Program, students at the Day Reporting Center and students in the GED program.

NOW, THEREFORE, by execution of this Memorandum of Understanding Amendment No. 1, the Original Memorandum of Understanding is amended here by with respect to the Section and Paragraph described below:

I. AMENDED PROVISIONS

This section of the Original Memorandum of Understanding is amended as follows:

INSURANCE

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

Waiver:

County agrees to waive Contractor's responsibility to carry Commercial Comprehensive Automobile Insurance. Contractor represents that contractor carries personal automobile insurance which includes vehicle usage for work.

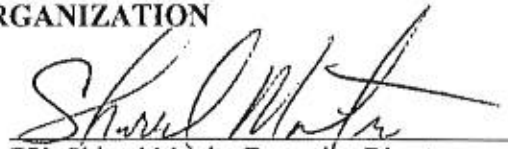
II. OTHER TERMS

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:

ORGANIZATION



BY: Clay Jenkins, Dallas County Judge

BY: Shireal Martin, Executive Director
Succeeding at Work

DALLAS COUNTY JUVENILE BOARD:

BY: Commissioner John Wiley Price, Vice-Chairman
Dallas County Juvenile Board

RECOMMENDED:

BY: Darryl Beatty, Executive 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: Dallas Children's Advocacy Center

[Signature]
Signature, Authorized Representative of Contractor

10/9/2018
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:
2018-411330

Date Filed:
10/04/2018

Date Acknowledged:

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

Succeeding at Work
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-66
Amendment 1, Juror Fund-Teens at Work program

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

5 Check only if there is NO Interested Party.



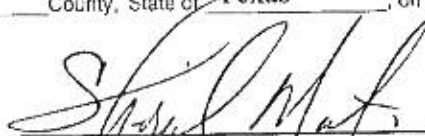
6 UNSWORN DECLARATION

My name is Shireal Martin and my date of birth is 12-10-1973

My address is 320 S.R.L. Thornton Freeway, Ste. 100 Dallas TX 75104 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 4th day of October, 20 18
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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

This Memorandum of Understanding (MOU), effective October 1, 2018 to September 30, 2019, is entered by and between Succeeding at Work and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Succeeding at Work dated May 30, 2018;
- B. (Exhibit B), Attachment A, Contract Specifications.
- C. (Exhibit C), Attachment B, Juvenile Department Title VI Assurances.
- D. (Exhibit D), Attachment C, Certificate of Interested Parties 1295.

ORDER OF PRECEDENCE

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

SCOPE OF WORK

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

ASSURANCES

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

4. Succeeding at Work must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Succeeding at Work understands that individuals working on behalf of Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Succeeding at Work understands that individuals working on behalf of the Succeeding at Work, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Succeeding at Work will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Succeeding at Work agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated May 30, 2018 (Attached as Exhibit A.).
8. Succeeding at Work will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$40,000.00 from its Juror Funds to support the (Succeeding at Work and Teens at Work) as approved in Juvenile Board on July 9, 2018.
10. Total payment for FY2019 will not exceed forty thousand dollars (\$40,000.00). County's payment will be four quarterly installments of ten thousand dollars (\$10,000.00) each. At the conclusion of each quarter, Succeeding at Work will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services.
12. County's payment will be due to Succeeding at Work within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Succeeding at Work agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Succeeding at Work agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated October 1, 2018 to September 30, 2019 (FY2019), will be returned to the County.
15. Succeeding at Work understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic

monitoring items are excluded from this provision.

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

17. The Term of this Agreement shall be from October 1, 2018 to September 30, 2019.

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

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

CERTIFICATE OF INTERESTED PARTIES 1295

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

INSURANCE

It is Contractor's responsibility to 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

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

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the 29 day of August, 2018.
2nd October

DALLAS COUNTY JUVENILE BOARD:

BY: [Signature]
Michael Griffiths, Interim Executive Director
Dallas County Juvenile Department

BY: [Signature]
Judge Cheryl L. Shannon, Chairman
Dallas County Juvenile Board

BY: [Signature]
County Judge Clay Jenkins
Dallas County Juvenile Board

CONTRACTOR'S NAME:

BY: [Signature]
Shireal Martin, Executive Director
Succeeding at Work

APPROVED AS TO FORM:

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

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX

DATE: October 22, 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 22nd day of October 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 original Memorandum of Understanding between the Dallas County Juvenile Department and Succeeding At Work was presented on August 27, 2018 and approved by the Juvenile Board (Order #2018-085). The Juvenile Department requested approval of Amendment #1 to the Memorandum of Understanding between Dallas County Juvenile Department and Succeeding at Work regarding insurance coverage; and

WHEREAS, every contractor is responsible for ensuring that it has and maintains insurance policies with the limits specified being the minimum. The contractor must provide proof of insurance coverage to Dallas County; 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 memorandum of Understanding amendment has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor and requires the approval of the Dallas County Juvenile Board; and

WHEREAS, there is no financial impact regarding this amendment. This information has been reviewed and approved by Ms. Carmen Williams, Juvenile Department Budget Manager.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Amendment #1 to the Memorandum of Understanding with Succeeding at Work. It is further ordered 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 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Juvenile Detention Alternatives Initiative Spending Plan

Background of Issue:

In May of 2006, the Dallas County Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF). The work and spending plan established the task forces' key priority goals identified through internal assessment and site visits, with measurable outcomes to be determined collaboratively by each task force.

The Dallas County Juvenile Department JDAI program is expecting a letter of agreement for the current project year's \$15,000 grant.

The purpose of this brief is to request approval of the following spending for FY 2019.

Impact on Operations and Maintenance:

The JDAI Coordinator has developed and will manage the project year work plan that will organize and guide the work of detention reform. The work plan includes the measurable outcomes made by the following task forces: Case Expediting, Facilities, Contract Services, Evening Reporting Center, Community Outreach and Parent Involvement, JDAI Training, Response Grid Study, and Data Evaluation. These task forces are comprised of Juvenile Department staff members and other stakeholders. The spending plan reflects the needs and outcomes identified in the work plan.

Strategic Plan Compliance:

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

Legal Information:

There are no legal requirements for this request.

Financial Impact/Considerations:

Funds will be used to compensate the JDAI Coordinator (\$1,000 per month for 12 months), provide training support for Dallas County staff (\$500 for materials and \$500 for food), and allow for travel to JDAI site visits plus the JDAI National Conference. The current spending plan for fiscal year 2019 will be allocated as follows:

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

Description	GL Code	Budget JDAI
Business Travel	4010	2,000.00
Groceries - Other	2810	500.00
Office Supplies	2160	500.00
Other Professional Services	5590	12,000.00
Total Operating Expense		15,000.00
Grand Total		\$ 15,000.00

Performance Impact Measures:

Each task force has specific and time-bound performance measures and goals. The Dallas County Juvenile Department research team will validate the measures. Some of the measures and goals for the various task forces include:

- RAI Evaluation: Evaluating the RAI for efficacy.
- Case Processing: Evaluate the use of placement match requests by Respondent's Attorney and District Attorney in an effort to reduce ALOS.
- JDAI Training: Expand new probation officer JDAI and Diversionary Male Court training. Implement quarterly training program for Respondent Attorneys, District Attorneys, and Judiciary on JDAI and DCJD facilities.
- Data Evaluation: Program evaluation of DMC (Diversion Male Court).
- Community Outreach: Development of parent liaison/community committee for input on JDAI efforts.
- Conditions of Confinement: Conduct detention facility self-assessment.

Project Schedule/Implementation:

The term of the Grant year is from October 1, 2018, through September 30, 2019.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the JDAI spending plan through September 30, 2019.

Recommended by:


 Darryl A. Beatty, Director
 Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: October 22, 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 22th day of October 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, in May of 2006, the Dallas County Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF). The work and spending plan establishes the task forces' key priority goals identified through internal assessment and site visits, with measurable outcomes to be determined collaboratively by each task force; and

WHEREAS, the Dallas County Juvenile Department JDAI program is expecting a letter of agreement for the current project year's \$15,000 grant; and

WHEREAS, funds will be used to compensate the JDAI Coordinator (\$1,000 per month for 12 months), provide training support for Dallas County staff (\$500 for materials and \$500 for food), and provide for travel- to JDAI site visits plus the JDAI National Conference; and

WHEREAS, the current spending plan for fiscal year 2019 will be allocated as follows:

Description	GL Code	Budget JDAI
Business Travel	4010	2,000.00
Groceries - Other	2810	500.00
Office Supplies	2160	500.00
Other Professional Services	5590	12,000.00
Total Operating Expense		15,000.00
Grand Total		\$ 15,000.00

; and

WHEREAS, each task force has specific and time-bound performance measures and goals. The measures will be validated by the Dallas County Juvenile Department research team; and

- WHEREAS,** the JDAI Coordinator has developed and will manage the project year work plan that will organize and guide the work of detention reform; and
- WHEREAS,** The work plan includes the measurable outcomes made by the following task forces: Case Expediting, Facilities, Contract Services, Evening Reporting Center, Community Outreach and Parent Involvement, JDAI Training, Response Grid Study, and Data Evaluation; and
- WHEREAS,** this request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the JDAI spending plan for one year through September 30, 2019.

DONE IN OPEN BOARD MEETING this 22th day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

N.



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

MEMORANDUM

Date: October 22, 2018
To: Dallas County Juvenile Board
From: Darryl A. Beatty, Director
Subject: Department of Counseling and Higher Education Affiliation Agreement between Walden University and Dallas County Juvenile Department

Background of Issue:

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

Walden University online has requested that an Educational Experience Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from Walden University participating in the Juvenile Department's Internship program within the Clinical Services Division.

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

Impact on Operations and Maintenance:

This Educational Experience Affiliation Agreement will formalize the process of receiving students from Walden University. The interns' experiences should help them to operationalize the theories learned in class and translate them into real life learning. Historically, Walden University Intern Program has a diverse pool in regards to ethnicity and gender, reflective of the diverse population receiving services at DCJD. The diversity of interns is particularly important to bring fresh ideas, experiences and perspectives.

Strategic Plan Compliance:

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

Legal Information:

The Educational Experience Affiliation Agreement has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers.

Financial Impact/Considerations:

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

Performance Impact Measures:

Walden University online will provide an assessment tool that will be completed at mid-term and at the end of the semester. The assessment tool will be completed by the Program Manager at SAU, in conjunction with the intern. The assessment tool will track the progress of the intern from the beginning of the internship to the completion of the internship in areas to include but not limited to: case conceptualization, application of theories and interventions, and the planning and facilitation of individual and group sessions. The Program Manager will provide weekly individual supervision to the intern to consult on cases, review assignments, and provide feedback regarding the intern's performance at the site.

Project Schedule/Implementation:

Upon approval of the Juvenile Board, this agreement will be in effect for a term of one (1) year. Either party may withdraw from this Agreement upon giving thirty (30) days prior written notice with no impact to any student currently participating in the program. No additional student may be assigned after such notice of withdrawal has been received.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Educational Experience Affiliation Agreement between Walden University and Dallas County Juvenile Department. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:



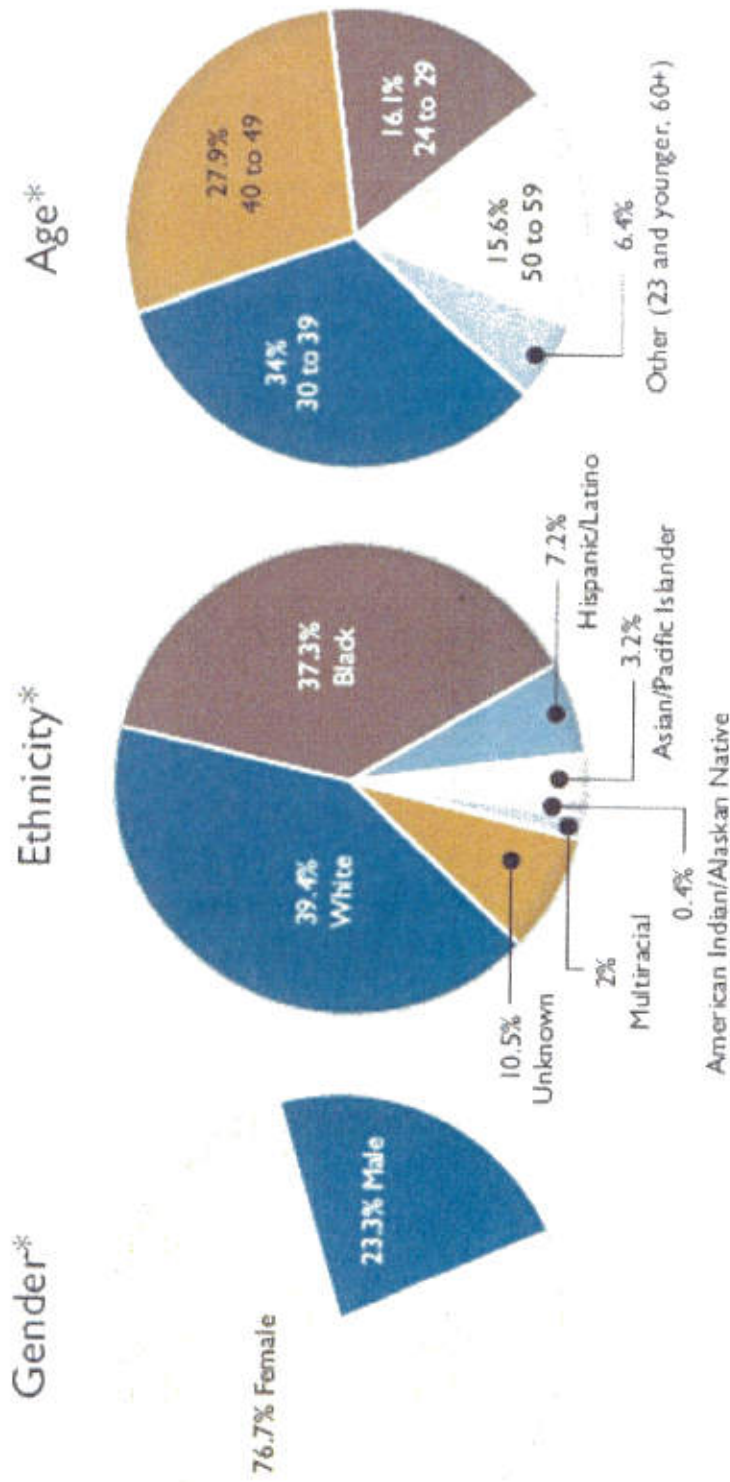
Darryl A. Beatty, Director
Dallas County Juvenile Department

Walden Total Student Population and Demographics, Including Undergraduate and Graduate

WALDEN UNIVERSITY

A higher degree. A higher purpose.

<https://www.waldenu.edu/about/>
who-we-are-related-students



Source: Walden University's Office of Institutional Research and Assessment. Data reported as of spring 2015.

*These numbers represent only those students who provided this information to the university and include both degree-seeking and non-degree students (as opposed to only degree-seeking students who were reported in previous years).

Number of students=50,036 (Gender); 51,236 (Ethnicity); 51,155 (Age)

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

This Educational Experience Affiliation Agreement ("**Agreement**"), effective November 1st, 2018 ("**Effective Date**"), is between Walden University, LLC ("**University**") and Dallas County Juvenile Department ("**Facility**").

Recitals

WHEREAS Facility operates at 414 South R. L Thornton Freeway, Dallas, TX 75202, USA, a location where Facility, using its personnel, provides clinical and social work services.

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

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

Agreement

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

1.0. PROGRAM DEVELOPMENT.

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

Walden University and with the standards of the accrediting entity for the school or department of Walden University in which the student is enrolled.

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

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

3.0. **UNIVERSITY OBLIGATIONS.**

3.1. University will:

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

4.0. **FACILITY OBLIGATIONS.**

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

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

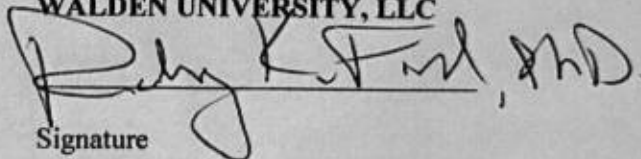
- 11.1. Students will be responsible for their own transportation, meals, and health care while participating in the Program.
- 11.2. The student will participate in an interview process with the Program Manager to determine eligibility.
- 11.3. The student will complete an extensive background check and child abuse registry. All students must successfully pass the background check and child abuse registry to be assigned to the Facility.
- 11.4. The student will complete a minimum of 24 hours each semester of supervised training at the Facility
- 11.5. This Agreement constitutes the entire agreement between Facility and University with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- 11.6. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- 11.7. **University, to the extent allowed by the Constitution and laws of the State of Texas, and Facility, each agree to indemnify and hold harmless the other from and against any and all liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by, or as the result of the performance of this Agreement by University or Facility.**
- 11.8. University and Facility acknowledge and agree that this Agreement is expressly made subject to Dallas County's sovereign immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal laws. University and Facility expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.
- 11.9. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

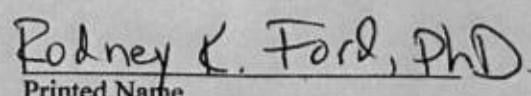
**BY FACILITY
DALLAS COUNTY JUVENILE BOARD:**

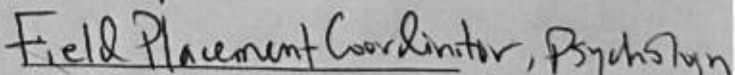
Judge Cheryl Lee Shannon
Dallas County Juvenile Board Chairman

Date

**BY UNIVERSITY
WALDEN UNIVERSITY, LLC**


Signature


Printed Name


Field Placement Coordinator, Psychology

Title

10/10/18
Date

RECOMMENDED BY:

Darryl A. Beatty, Executive Director
Dallas County Juvenile Department

APPROVED AS TO FORM:

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

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: October 22, 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 22nd day of October, 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, traditionally, the Dallas County Juvenile Department has provided learning opportunities to students from various universities and colleges under an internship program, as internships provide an important part of education for college students. The ability to see the workings of the Juvenile Department as it provides clinical services to referred youth will assist in the preparation of a new generation of workers; and

WHEREAS, Walden University online has requested that an Educational Experience Affiliation Agreement be executed in reference to students from this institution participating in the Dallas County Juvenile Department's Internship program. Currently, there are no students from Walden University participating in the Juvenile Department's Internship program with the Clinical Services Division; and

WHEREAS, the Juvenile Department requested authorization to execute the attached Affiliation Agreement between the Walden University and the Dallas County Juvenile Department; and

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

WHEREAS, Walden University Intern Program has a diverse pool in regards to ethnicity and gender, reflective of the diverse population receiving services at DCJD. The diversity of interns is particularly important to bring fresh ideas, experiences and perspectives; 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, upon approval of the Juvenile Board, this agreement will be in effect for a term of one (1) year. Either party may withdraw from this Agreement upon giving thirty (30) days prior written notice with no impact to any student currently participating in the program. No additional student may be assigned after such notice of withdrawal has been received.

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

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

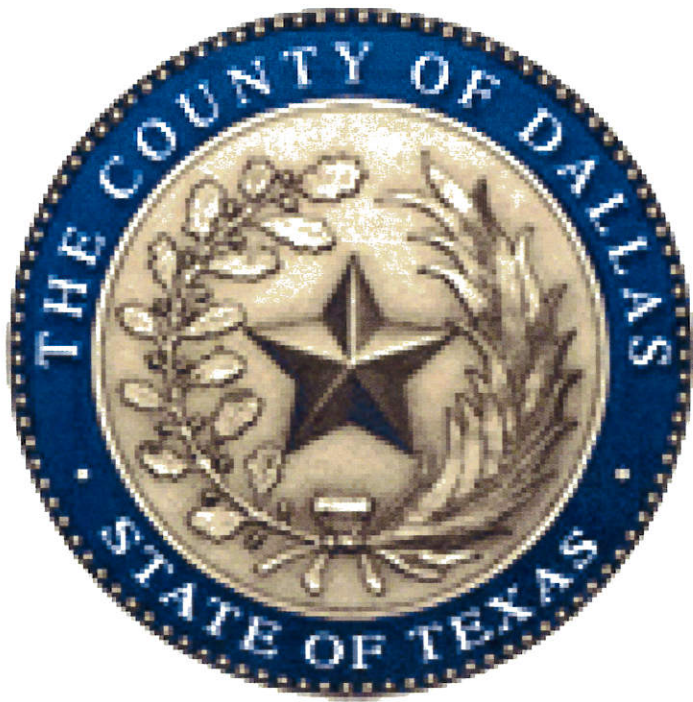
Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



DISCUSSION

ITEM

VII.



DISCUSSION ITEM O.



Academy for Academic Excellence Director's Report September 2018

Director's Report for the Academy for Academic Excellence (AAE) – September 2018

September 21st ended our first 6-weeks grading cycle. Students/parents received their report cards.

Campuses completed their first 6-weeks pre and post assessments in the core content areas. The data is used to align curriculum & assessments and drive instruction to increase student achievement.

In the month of September, AAE assisted 34 families from the Food Bank and 21 families from the Clothing Closet.

CAMPUS HIGHLIGHTS

Juvenile Detention Center (001)

Latest Campus Enrollment:

Total Enrollment	296
ESL – Total Students	57
SPED - Total Students	51

JDC teachers and staff celebrated Hispanic Heritage Month by decorating classroom and hallway bulletin boards while students participated in an art contest.

Students who made the A/B Honor Roll for the first 6-weeks grading period were recognized on the 'Wall of Fame' for their efforts.

Day Reporting Center (002)

Latest Campus Enrollment:

Total Students: 43
Sp. Ed: 9
ESL: 3

DRC had their first student to complete their GED during the first 6-weeks of school.

Medlock Youth Village (003)

Latest Campus Enrollment:

Total Enrollment	91
Medlock Students	52
Youth Village Students	39
SPED - Total Students	16
Medlock SPED	07
Youth Village SPED	09
YV 504 Students	02
Medlock 504 Students	01

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

ESL – Total Students	09
Medlock ESL	07
Youth Village ESL	02

The Dallas Chamber Symphony conducted a concert for the students at Youth Village on September 11th and 18th. Students were able to develop an appreciation for various types of music and instruments. Program facilitators also focused on character building and leadership.

Student Council Elections

Youth Village conducted an election for Student Council Officers.

Hispanic Heritage Month

Medlock held an assembly celebrating Hispanic Heritage featuring Hispanic speakers from local businesses.

Substance Abuse Unit (004)

Latest Campus Enrollment:

Total Enrollment	30
SPED Students	02
ESL Students	05

In English, students read literary non-fiction and practiced making inferences throughout the story. In science, students classified the varying states of matter by observing water in solid, liquid, and gas state, and comparing the difference in temperature required to change from each state.

Letot (005)

Latest Campus Enrollment:

Total Enrollment	17 Shelter / RTC 30
SPED - Total Students	0 Shelter/ 3 RTC
ESL – Total Students	0 Shelter/ 6 RTC

RTC and Shelter are working on writing across the curriculum. *Letot Newsletter* has been set up in the form of a 'Penmanship Corner'. The 'Penmanship Corner' displays student writing accomplishments in all content areas. This is updated weekly and features students' writing on topics of interest to teenagers.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of September 2018:			District Total Enrollment: 477		
District Average Attendance			453 (94.97%)		
District Special Education Student Population			128 (26.83%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	281	20	97	35	44
New Students	128	22	15	16	12
Withdrawals	113	4	21	15	11
Avg. Daily Attendance	278	13	95	24	43
Avg. Daily Enrollment	281	20	97	35	44
Attendance Average	98.93%	65.00%	97.94%	68.57%	97.73%

Demographics										
CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	50	16.89%	11	25.00%	00	0.0%	03	09.37%	41	95.35%
Male	246	83.11%	33	75.00%	95	100%	29	90.63%	02	04.65%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	1		0		0		0		0	
5	0		0		0		0		0	
6	9		0		2		0		0	
7	17		5		4		1		3	
8	38		5		10		5		7	
9	144		27		62		20		21	
10	59		6		12		5		7	
11	23		1		4		0		5	
12	5		0		1		1		0	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	0		0		0		0		0	
12	7		1		2		0		1	
13	14		1		2		1		5	
14	35		3		9		2		5	
15	73		9		22		7		12	
16	102		10		40		10		11	
17	63		18		20		12		9	
18+	1		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	133	44.93%	18	40.91%	52	54.74%	4	12.50%	23	53.48%
Caucasian	23	07.77%	0	00.00%	4	04.21%	1	03.12%	1	02.33%
Hispanic	136	45.94%	26	59.09%	39	41.05%	27	84.38%	18	41.86%
Native American	2	00.68%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	2	00.68%	0	00.00%	0	00.00%	0	00.00%	1	02.33%



ACTION ITEMS

VIII.



ACTION ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Darryl A. Beatty
Director Juvenile Services
Chief Juvenile Probation Officer

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

MEMORANDUM

Date: October 22, 2018

To: Academy for Academic Excellence Charter School Board

From: Darryl A. Beatty, Director

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

Background of Issue:

The purpose of this brief is to obtain authorization to purchase School Board liability insurance in the amount of \$19,974 to be paid from state-aid (7500). This is an increase of \$1,874 from the previous year. The increase was explained as overall increase in insurance rates.

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

On Monday, October 5, 2018, Dallas County Academy for Academic Excellence (AAE) received a quote for \$19,974 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

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

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$19,974	\$0	\$19,974

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

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

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

Impact on Operations and Maintenance:

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

Strategic Plan Compliance:

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

Legal Information:

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

Financial Impact / Considerations:

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

Performance Impact Measures:

To follow policy terms and conditions related to this insurance.

Project Schedule/Implementation:

The policy period is January 1, 2019, through January 1, 2020.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced in the amount of \$19,974 to be paid from state-aid (7500).

Recommended By:



Darryl A. Beatty, Director
Dallas County Juvenile Department



Insurance | Risk Management | Consulting

5420 LBJ Frey | Suite 400
Dallas, TX 75240
USA

972.991.3700
www.ajg.com

October 5, 2018

Anita Connally
Dallas County-Government Entity
500 Elm Street
Dallas, TX 75202

Re: Educators Legal Liability Renewal
Policy Effective: 1/1/19 to 1/1/20

Dear Anita:

Your Educators Legal Liability policy will be renewing shortly. Attached is our quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration: Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.

- The insurance carrier is ACE American Insurance Company.
- The renewal premium is \$19,974.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
 1. Definition of claim: Refer to attached quote and policy form
 2. Incident or Claim Reporting Provision: Refer to attached quote and policy form
 3. Extended Reporting Period Option Details:
 - ERP Premium Amount: 100% of last Annual Premium
 - ERP Premium Due Date: Refer to attached quote and policy form
 - ERP Length: 12 months
 - Significant Restrictions to the ERP availability: Refer to attached quote and policy form
- Immediately report all claims to: Director of Professional Liability Claims
ACE Professional Risk
P.O. Box 5105
Scranton, PA 18505-0518
Fax: 877-201-8787

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

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



Insurance | Risk Management | Consulting

3420 LBJ Fwy | Suite 400
Dallas, TX 75240
USA

972.991.3700
www.ajg.com

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

Sincerely,

Lisa Dominguez
Client Service Manager



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3420 LBJ Frey | Suite 400
Dallas, TX 75240
USA

972.691.1700
www.ajg.com

Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler, MGA or Intermediary % 4	AJG Owned? Yes or No
Educators Legal Liability	ACE American Insurance Company	N/A	\$19,974	12.5%	N/A	NO

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

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
4. * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.



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Important Disclosures

The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

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

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

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

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

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



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Compensation Disclosure

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

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as "supplemental commissions" are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. **Note:** Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.
5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

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

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Rd., 8th Floor
Rolling Meadows, IL 60008



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Carrier Ratings and Admitted Status

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

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state. The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

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

Financial Size Categories

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

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

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

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

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

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



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BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

FSR Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.

BCRs are distributed via the AMBRS website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.
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**Client Authorization to Bind Coverage
Dallas County-Government Entity**

After careful consideration of your proposal dated October 5, 2018, we accept your insurance program subject to the following exceptions/changes:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind Policy As Shown:
		<ul style="list-style-type: none">• Educators Legal Liability
		Provide Quotations or Additional Information on the following Coverage Considerations

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

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

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

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

Client Signature
For Dallas County-Government Entity

Dated

CHUBB®

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

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

What is EPL Assist™?

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

Insureds are provided:

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

How do I access EPL Assist™?

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

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



To: Shaundra Kirk From: Mark Foutch
Company: ARTHUR J GALLAGHER Date: 10/04/2018
RISK MANAGEMENT
SERVICES INC
Tel: _____ Tel: 314-889-4404
e-mail: Shaundra_Kirk@ajg.com e-mail: mfoutch@chubb.com
Re: Primary Indication Pages including cover: 14

Account: Academy for Academic Excellence
Insured Address: 1673 Terre Collony Ct., Dallas, TX 75212
Line of Coverage: ACE Scholastic Advantage Educators Legal Liability
Type of Submission: Renewal of policy number G21673511 013
Insuring Company: ACE American Insurance Company
Effective Date: 01/01/2019
Expiration Date: 01/01/2020

Dear Shaundra

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

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

Sincerely,

Mark Foutch
Executive Underwriter
Chubb Professional Risk

Account: Academy for Academic Excellence

Account: Academy for Academic Excellence

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

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

Nothing needed at this time

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

PREMIUM INDICATION(S):

ACE Scholastic Advantage Primary Educators Legal Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE*
1	\$1,000,000/\$1,000,000	\$25,000	IA. \$0	\$19,974	\$0	\$19,974
			IA.2 and IB.\$ \$100,000			
			IC. \$100,000			

Please note the following:

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

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

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

Account: Academy for Academic Excellence

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

ALL20887 (10/06) – Producer Compensation Notice
CC-1K11i (02/18) – Signatures Endorsement
PF-17914 – OFAC Notice
ALL-11559d (10/07) – TX Risk Control Services
ALL21101 (11/06) – Trade or Economic Sanctions Endt
ALL-4Y30d (10/09) – TX Information and Complaints
PF 33468 (02/11) – Notice Amended
PF-26470 (01/09) – Third Party Claims Exclusion
PF-26701 (01/09) – Charter School Exclusion
PF-31138 (10/10) – Bully Exclusion
PF-38981 (01/13) – False Claims Act Exclusion
MS-43820 (01/16) – Limits of Liability Amended

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

PF-26519 (10/09) – TX Amendatory

TRIA Endorsements added to basic contract(s):

PF-17705b (01/15) – Cap On Losses From Certified Acts of Terrorism
TRIA-11d (03/16) – Disclosure Pursuant to Terrorism Risk Insurance Act

This indication will remain valid until: 1/1/2019

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

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

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

Sincerely,

Account: Academy for Academic Excellence



Mark Foutch
Executive Underwriter
Chubb Professional Risk

Account: Academy for Academic Excellence

CHUBB®

Premium Surcharges

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

Kentucky Insureds

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

New Jersey Insureds

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

West Virginia Insureds

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

All Other Insureds

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



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**Client Authorization to Bind Coverage
Dallas County-Government Entity**

After careful consideration of your proposal dated October 5, 2018, we accept your insurance program subject to the following exceptions/changes:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind Policy As Shown:
		<ul style="list-style-type: none">• Educators Legal Liability
		Provide Quotations or Additional Information on the following Coverage Considerations

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

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

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

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

Client Signature
For Dallas County-Government Entity

Dated

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: October 22, 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 22nd day of October, 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 Juvenile Department requests authorization to purchase School Board liability insurance in the amount of \$19,974 to be paid from state-aid (7500). This is an increase of \$1,874 from the previous year. The increase was explained as overall increase in insurance rates; and

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

On Monday, October 5, 2018, Dallas County Academy for Academic Excellence (AAE) received a quote for \$19,174 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

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

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	19,974	\$0	\$19,974

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

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

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

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

WHEREAS, this information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and

WHEREAS, AAE will follow policy terms and conditions related to this insurance; and

WHEREAS, the policy period is January 1, 2019, through January 1, 2020; and

WHEREAS, it is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual School Board liability coverage as invoiced in the amount of \$19,974 to be paid from state-aid (7500).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the request for the renewal of the annual School Board Liability Insurance.

DONE IN OPEN BOARD MEETING this 22nd day of October, 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:

Darryl A. Beatty, Director
Dallas County Juvenile Department

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



EXECUTIVE SESSION IX.