

MAY 28 2019

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 5/17/19

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** 5/28/19

**SPECIFIC AGENDA WORDING:** Dallas County Contract for Detention Services

**PERSON(S) TO PRESENT ITEM:** Cristy Malott

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 1 min

**ACTION ITEM:** X

**WORKSHOP:**

(Anticipated number of minutes needed to discuss item) **CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:**

**AUDITOR:**

**PURCHASING DEPARTMENT:**

**PERSONNEL:**

**PUBLIC WORKS:**

**BUDGET COORDINATOR:**

**OTHER:**

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF DALLAS

§

**CONTRACT AND AGREEMENT FOR  
PRE-ADJUDICATION RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

**BETWEEN**

**JOHNSON COUNTY JUVENILE BOARD  
ON BEHALF OF  
JOHNSON COUNTY JUVENILE SERVICES**

**AND**

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

This Contract and Agreement made and entered into by and between the County of Dallas, acting by and through its duly authorized representatives, the Dallas County Juvenile Board (hereinafter referred to as "Dallas County") and Johnson County Juvenile Services, acting by and through its duly authorized representatives, the Johnson County Juvenile Board (herein referred to as CONTRACT County), to be effective March 1, 2019.

**ARTICLE I  
WITNESSETH**

- 11 Whereas, Dallas County operates the Dr. Jerome McNeil Jr. Juvenile Detention Center according to all applicable State of Texas standards and required Federal Government laws and standards including but not limited to what the State of Texas requires for the Federal Prison Rape Elimination Act standards; and
- 12 Whereas, CONTRACT County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of the Dr. Jerome McNeil Jr. Juvenile Detention Center to house and maintain youth of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during the pre-disposition treatment prescribed by the Court; and
- 13 Whereas, Dallas County has attached as Exhibit A its Title VI Assurances; and
- 14 Whereas, Dallas County desires to make the facility available to CONTRACT County for such use and purpose, and CONTRACT County desires to contract for the use of said facility:
- 15 Now, therefore, the parties agree as follows:
- (1) The term of this Contract and Agreement shall be effective from March 1, 2019 through February 29, 2020. This contract shall automatically renew with the same terms and conditions unless within sixty (60) days prior to the expiration of the contract, one party gives notices to the other party regarding any changes to the terms and conditions of the contract.

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

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

- (2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior management and redirection to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document safety and security to all residents in a structured, predictable environment, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the youth outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.
- a) Dallas County will closely observe youth behavior and emotional state and when appropriate make timely referrals to medical and/or psychological professional intervention.
  - b) Dallas County will provide crisis intervention and therapeutic services for crisis situations only. Dallas County will not be responsible for providing ongoing therapeutic services not pertaining to a crisis. When Dallas County becomes aware that a youth could benefit from ongoing therapeutic services, unrelated to a crisis, Dallas County will notify the CONTRACT County of the need for such services. Dallas County will allow the CONTRACT County's identified mental health professional to access the CONTRACT County's youth into the Dr. Jerome McNeal Jr. Juvenile Detention Center to provide needed psychological intervention.
  - c) Dallas County does not provide Psychological Assessments to CONTRACT County youth. Dallas County will allow the CONTRACT County's identified mental health professional to access the CONTRACT County's youth into the Dr. Jerome McNeal Jr. Juvenile Detention Center to provide psychological assessments.
- (3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount. The Dallas County Juvenile Department has capped the total amount of beds to be contracted for all counties at sixteen (16). Any additional beds will require an administrative approval by the Dallas County Chief Juvenile Probation Officer.

- a) **CONTRACT County agrees to pay Dallas County the rate of \$150.00 per hour if courtroom testimony from Dallas County's Clinical Services staff is requested by CONTRACT County. CONTRACT County will be billed from the time the Clinical Services staff leaves Dallas County's facility until he or she returns to Dallas County's facility. In addition, all reports, document review, and miscellaneous preparations associated with the court testimony, will be billed at the same rate of \$150.00 per hour. CONTRACT County agrees to pay the hourly rate of \$150.00 to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas.**
- (4) **If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to indemnify and hold harmless Dallas County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome McNeil Jr. Juvenile Detention Center.**
- (5) **Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.**
- (6) **Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.**
- (7) **A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.**
- (8) **If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.**
- (9) **Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.**
- (10) **It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.**

- (11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (12) Dallas County agrees to Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the County which are directly pertinent to that specific contract for the purpose of making audit, experimentation, excerpts and transcriptions for a period of seven (7) years, or until pending litigation, claim audit or review and all questions arising therefrom have been resolved.
- (13) Dallas COUNTY shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the CONTRACT County's request for information made concerning CONTRACT County's youth during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

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

- (14) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit CONTRACT County, its agents, servants, or employees in any way to manage, control, direct, or instruct Dallas County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facility.
- (15) It is further understood and agreed by the parties hereto that prior to any youth's admission to the facility, the CONTRACT County shall provide verification and documentation of the following: a tuberculosis test with received results no more than 365 calendar days prior to the admission date; a medical examination conducted by a physician, physician's assistant, or nurse practitioner within 365 calendar days of the admission date; and a psychological evaluation or behavioral health assessment completed no more than 365 calendar days prior to the admission date.

## **ARTICLE II** **DEFAULT**

- 21 CONTRACT County may, by written notice of default to Dallas County, terminate in whole or any part of this contract in any of the following circumstances:
  - (a) If Dallas County fails to perform the work called for by this contract within the time specified herein, or
  - (b) If Dallas County fails to perform any of the provisions of this contract, or fails to perform the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a reasonable period (or such extensions as

authorized by CONTRACT County in writing) after receiving notice of default.

- 22 Except with respect to defaults of subcontractors, Dallas County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Dallas County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Dallas County shall not be liable for any excess costs for failure to perform.

**ARTICLE III**  
**OFFICIALS NOT TO BENEFIT**

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

**ARTICLE IV**  
**EQUAL EMPLOYMENT OPPORTUNITY**

- 4.1 During the performance of this contract, Dallas County agrees as follows:
- (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.
  - (b) Dallas County will in all solicitations or advertisement for employees placed by or on behalf of Dallas County, state that all qualified applicants for positions in the facility will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**ARTICLE V**  
**DUTY TO REPORT**

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

**A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:**

- 1. Local law enforcement agency; and**
- 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and**
- 3. With respect to juveniles placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.**

**B. For allegations and incidents of sexual abuse or serious physical abuse:**

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

**5.2 Allegations Occurring Outside the Facility.** Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or DALLAS

COUNTY of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

53 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

**ARTICLE V.A**  
**PRISON RAPE ELIMINATION ACT**

- 5.4 Dallas County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero- tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.
- 5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data



reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]

- 5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.
- A Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
- B CONTRACT County may conduct their own audit, at any time, to determine DALLAS COUNTY'S compliance with PREA standards.
1. Dallas County shall assist fully with any and all audits.

**ARTICLE VI**  
**APPLICABLE LAW AND VENUE**

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

**ARTICLE VII**  
**INDEMNIFICATION**

- 7.1 Deleted by Agreement.

**ARTICLE VIII**  
**SOVEREIGN IMMUNITY**

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

**ARTICLE IX**  
**LEGAL CONSTRUCTION**

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

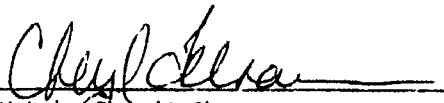
**ARTICLE X**  
**EXECUTION**

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

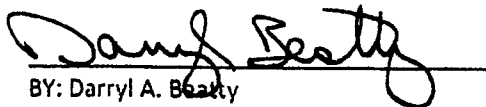
This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective.

Executed in duplicate this 16th day of April, 2019, to be effective March 1, 2019, each copy hereof shall be considered an original copy for all purposes.

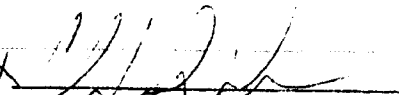
DALLAS COUNTY JUVENILE BOARD:

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

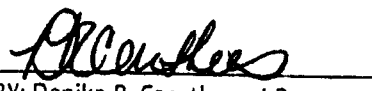
RECOMMENDED BY:

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

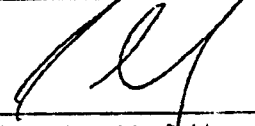
COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS

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

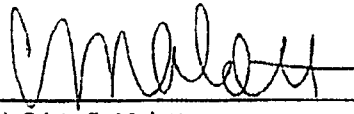
APPROVED AS TO FORM:


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

JOHNSON COUNTY JUVENILE BOARD:

  
BY: Judge Robert Mayfield  
Chairman of the Johnson County Juvenile Board

RECOMMENDED BY:

  
BY: Cristy B. Malott  
Chief Juvenile Probation Officer

  
Johnson County Judge      05/28/19  
Date