

FEB 10 2020

REQUEST FOR AGENDA PLACEMENT FORM

Approved

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

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 1-31-2020

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: 02/10/2020

SPECIFIC AGENDA WORDING: Consideration of Contract and Agreement for Long-Term Residential Service of Juvenile Offenders - Letot Residential Treatment Center for Girls - Dallas County

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 _____

**CONTRACT AND AGREEMENT FOR LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

STATE OF TEXAS

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COUNTY OF DALLAS

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**DALLAS COUNTY JUVENILE BOARD
LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS**

**Residential Services
January 1, 2020 - December 31, 2020**

This Agreement is entered into by and between **Johnson County**, acting by and through its duly authorized representative (hereinafter, "**Juvenile Probation**") and the **Dallas County Juvenile Board**, concerning residential care services provided at the **Letot Residential Treatment Center for Girls** (hereinafter "**the Facility**") by the **Dallas County Juvenile Department** (hereinafter, "**Service Provider**") pursuant to license granted by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("**Service Provider**").

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for girls adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The Facility to be utilized is operated by Service Provider, and is located at 10503 Denton Drive, Dallas, Texas 75220.

**ARTICLE II
TERM**

- 2.1 The term of this Agreement is for 12 months commencing January 1, 2020 - December 31, 2020. It shall be automatically renewed for one year terms thereafter, commencing January 1st and ending December 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

**ARTICLE III
SERVICES**

- 3.1 The level of care service delivery criteria as well as the required description of the characteristics of girls will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

Service Provider will provide the following level of care service:

Specialized Level of Care consists of a highly structured, trauma-informed residential treatment setting, designed to improve the child's functioning. Services are culturally and linguistically competent and youth- and family-centered. It includes involvement in age-appropriate structured activities and education and rehabilitation services and supervision and guidance that is highly structured and that provides 24-hour monitoring in order to ensure the child's physical and emotional

safety. Intervention from professionals and appropriately trained/certified paraprofessionals is designed to attain or improve functioning appropriate to the child's needs, age, and development.

Services reflect a full range of treatment and rehabilitative interventions, including individual and family therapy, ongoing assessment, skills building, psychoeducational programming, individualized educational services, and social and recreational activities.

Treatment is based on individual assessment and is responsive to documented needs. Focus includes specialized populations, not limited to mental health and substance use. Includes services for multiple or complex needs.

Appropriate youth include those who display one of more of the following: frequent or unpredictable acts of aggression, frequent and unpredictable non-violent misbehavior, markedly withdrawn or isolated, serious self-injurious behaviors and/or recent suicide attempts, and/or behaviors that present a significant risk of harm to self or others. Youth may have specialized treatment needs in one or more of the following areas: mental health, substance use that causes severe impairment or a primary diagnosis of substance abuse or dependency, and/or co-occurring disorders.

Requires monthly status reviews and monthly written summary of progress. Also requires written summary of progress, transition plans, and (as needed) referrals upon discharge to the juvenile probation officer.

Review of a girl's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/ or treatment team.

The provision of individual, group and family therapy and other therapeutic interventions and programs, as outlined in the above level of care services, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

The level of care service (Specialized) requires the Facility meet all applicable standards under Title 37 Texas Administrative Code. The Letot Residential Treatment Center for Girls, is a non-secure post-adjudication facility registered with the Texas Juvenile Justice Department (TJJD) and certified by its Juvenile Board.

3.2 Service Provider will perform the following services:

- A. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of non-secure facilities.
- B. 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).
- C. Provide access to appropriate education and related services approved by the Texas Education Agency that comply with federal and state laws and regulations through Service Provider's charter school, Academy for Academic Excellence.
- D. Provide and document necessary counseling, not limited to, individual, group, family, skills/psychoeducational therapy, and other therapeutic interventions, managed and administered

by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

- E. Provide and document off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- F. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted girls for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Juvenile Probation within ten (10) working days.
- G. Ensure that the girl's parent(s) or legal guardian(s) and Juvenile Probation are notified "if a girl in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious incident or accident. Juvenile Probation and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the girl transported to the nearest hospital or emergency care facility.
- H. Ensure that the resident is made available to the juvenile probation officer to participate in monthly status and progress reviews, as described in §341.506. A staff member who is knowledgeable about the resident's progress in the facility's programming participates in monthly status and progress reviews with the juvenile probation officer and provides a monthly written summary of the resident's progress in the facility's programming and documentation is maintained in the resident's file.
- I. Document and maintain records of all goods and services provided to contracted girls. These records shall contain, but are not limited to: hours of services provided, number of girls served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted girls. These records shall contain, but are not limited to: percentage of girls in program successfully achieving set educational goals, percentage of girls achieving set vocational goals, percentage of girls achieving set social skills goals, percentage of youth demonstrating overall progress, and number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/ or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/ psychiatric treatment and medication required to meet the needs of the girl, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said girl's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by Juvenile Probation, Medicaid or health insurance. However in no case shall a girl be denied any needed medical/ psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV EVALUATION CRITERIA

- 4.1 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion,

may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure girls complete residential placement.
 - 2. Prevent re-referrals of girls during the six (6) months following release from residential placement.
 - 3. Ensure girls move down in their Level of Care as they progress in the treatment program.

- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of girls placed in residential placement.
 - 2. The total number of girls who were discharged from residential placement successfully.
 - 3. The total number of re-referrals of girls discharged from placements within six (6) months after release.
 - 4. The total number of girls who move down in their Level of Care.
 - 5. The average length of time before a girl moves down in the Level of Care.

- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
 - 1. Percentage of girls in residential placement who will complete their placement as a successful discharge.
 - 2. Percentage of girls who have completed their placement and no re-referrals within six (6) months after release.
 - 3. Percentage of girls who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any girl.

- 4.2 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.1 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$ 200.00 per day for each girl admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a girl is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. Service Provider has capped the total amount of beds to be contracted for all counties at ten (10). Any additional beds will require administrative approval by the Dallas County Chief Juvenile Probation Officer. Payment is due within 30 days of receipt of billing and shall be mailed to:

Dallas County Juvenile Department
Attention: Carmen Williams, Budget Manager
2600 Lone Star Drive, Box 5
Dallas, Texas 75212

- 5.2 Psychiatric services will be provided to the girl on an as needed basis and shall be billed to Juvenile Probation. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the program.
- 5.3 If after review of a girl's need for specialized services, it is determined that therapeutic services beyond the specialized level of care are necessary, Service Provider will notify Juvenile Probation in a timely manner of the need for such therapeutic services. Service Provider will allow the Juvenile Probation's identified licensed mental health professional to access the Juvenile Probation's youth at the Letot Residential Treatment Center for Girls to provide needed therapeutic services. If Juvenile Probation chooses, Service Provider may provide therapeutic services beyond the specialized level of care at the rate of \$150.00 per hour pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.
1. Juvenile Probation agrees to pay Service Provider the rate of \$150.00 per hour if courtroom testimony from Service Provider's Clinical Services staff is requested by Juvenile Probation. Juvenile Probation will be billed from the time the Clinical Services staff departs Service Provider's facility until he or she returns to Service Provider'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. Juvenile Probation agrees to pay the hourly rate of \$150.00 to Service Provider upon billing and following the paying procedures agreed upon by Juvenile Probation and Service Provider.

JUVENILE PROBATION INITIALS CONFIRMING SECTIONS 5.3, ABOVE
 Chairman, Johnson County Juvenile Board Initials:

- 5.4 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.5 Juvenile Probation shall be responsible for all of the juvenile's medical expenses, and Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for medical expenses.

If an emergency examination, EMS treatment, health care treatment, and/ or hospitalization outside the Facility (hereinafter, "Outside Treatment") is required for a girl placed in the Facility, the Administrator of the Facility (hereinafter, "the Administrator") is authorized to secure the Outside Treatment at the expense of Juvenile Probation. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

Juvenile Probation shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above. In all other medical situations, the Service Provider is authorized, but not required, to make arrangements with vendors, at Juvenile Probation's request, for the provision of medical treatment at the expense of Juvenile Probation. If the Service Provider makes such arrangement, the Service Provider is authorized, but not required, to seek coverage or reimbursement of expenses from all sources, including but not limited to, Medicaid, Social Security, medical insurance coverage, or contributions from parents or others and deducted from the invoice submitted to Juvenile Probation.

and time services were provided and such other information deemed necessary for adequate fiscal control. In any event, responsibility for payment to vendors or reimbursement to Service Provider is the ultimate responsibility of Juvenile Probation. Service Provider will invoice Juvenile Probation for any non-reimbursed funds advanced by the Service Provider, and the Juvenile Probation will remit to the Service Provider, within 30 days of invoice, full and final payment.

- 5.6 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.7 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.8 In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.
- 5.9 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.10 Service Provider will provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006.
- 5.11 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI ADDITIONAL TERMS & AGREEMENTS

- 6.1 Prior to transporting a girl to the Facility for placement, Juvenile Probation shall call the Facility to ensure that space is available. Placement of girls by Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.2 A girl will only be accepted in the Facility upon receipt by the Administrator of a proper order from the Juvenile Court of Johnson County and other documentation required by Service Provider.

- 6.3 Each girl placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.4 If a girl is accepted by the Facility from Juvenile Probation and the girl thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of Johnson County of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the girl and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.
1. Any girl the Facility deems appropriate due to but not limited to behavior referenced in section 6.4, above, may be removed from the Facility to Detention for isolation and redirection at Facilities discretion.
- 6.5 Service Provider agrees that the Facility will accept any girl who qualifies, without regard to such girl's religion, race, creed, sex or national origin.
- 6.6 It is understood and agreed by the parties that girls placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally authorized the placement of the girl.
- 6.7 It is further understood and agreed by the parties that girls placed in the Facility may be released to the Juvenile Probation or other appropriate authority of Johnson County pursuant to: (a) Section 6.04 of this Contract or, (b) an Order of Release signed by the Judge of the Juvenile Court of Johnson County.
- 6.8 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Johnson County, its agents, servants, or employees in any way to manage, control direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Johnson County shall control the conditions and terms of detention supervision as to a particular girl pursuant to Texas Family Code, Section 51.12.
- 6.9 Juvenile Probation reserves the right to terminate the girl's placement with Service Provider at its discretion. Service Provider must not release a girl to any person or agency other than Juvenile Probation without the written consent of an authorized agent of Juvenile Probation.

ARTICLE VII EXAMINATION OF PROGRAM & RECORDS

- 7.1 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/ or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the girls when deemed necessary.
- 7.2 Service Provider shall provide to Juvenile Probation such descriptive information contracted girls as requested on forms provided by Juvenile Probation.
- 7.3 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 7.4 Service Provider will keep a record of all services provided to Juvenile Probation under this agreement and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 7.5 "Contractor (aka "Service Provider") understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII CONFIDENTIALITY OF RECORDS

- 8.1 Service Provider shall maintain strict confidentiality of all information and records relating to girls involved in Juvenile Probation, and shall not-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

ARTICLE IX DUTY TO REPORT

- 9.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, 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 girls placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Johnson County Juvenile Probation Department within 24 hours at facsimile number 817-556-6877.
 - 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 girls placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Johnson County Juvenile Probation Department within 24 hours at facsimile number 817-556-6877.
- 9.2 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 girl, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider 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.
- 9.3 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a girl 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 girl 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 girls 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 girls 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 girls 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 X
CRIMINAL HISTORY SEARCHES**

- 10.1 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to girls in the facility or program.
- 10.2 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 10.3 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 10.4 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 10.5 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to girls in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 10.6 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to girls in a juvenile justice facility or a juvenile justice program.
- 10.7 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with girls.

**ARTICLE XI
DISCLOSURE OF INFORMATION**

- 11.1 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/ or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/ or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and/ or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/ or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/ or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/ or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

**ARTICLE XII
EQUAL OPPORTUNITY**

- 12.1 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XIII
ASSIGNMENT & SUBCONTRACT**

- 13.1 Service Provider may not assign or subcontract any of its rights, duties and/ or obligations arising out of this Agreement without the written consent of Juvenile Probation.

**ARTICLE XIV
OFFICIALS NOT TO BENEFIT**

- 14.1 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XV
DEFAULT**

- 15.1 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

**ARTICLE XVI
TERMINATION**

- 16.1 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 16.2 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XVII
WAIVER OF SUBROGATION**

- 17.1 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVIII
REPRESENTATIONS & WARRANTIES**

- 18.1 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Dallas or any political subdivision thereof;
- C. Dallas County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/ or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/ or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation and Notice to Employees Regarding Abuse, Neglect and Exploitation.*

**ARTICLE XIX
TEXAS LAW TO APPLY**

- 19.1 This 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.
- 19.2 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

**ARTICLE XX
VENUE**

- 20.1 Exclusive venue for any litigation arising from this Agreement shall be in Dallas County, Texas.

**ARTICLE XXI
LEGAL CONSTRUCTION**

- 21.1 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 XXII
PRIOR AGREEMENTS SUPERSEDED**

- 22.1 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of girls who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the girls placed in the Facility by the Judge of Johnson County having juvenile jurisdiction.

**ARTICLE XXIII
PRISON RAPE ELIMINATION ACT**

- 23.1 Service Provider 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. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO all incident-based 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)]

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24-hours of the allegation. Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

**ARTICLE XXIV
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 24.1 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.

**ARTICLE XXVI
SOVEREIGN IMMUNITY**

- 25.1 This Contract and Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Contract and Agreement. This Contract and Agreement 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 and Agreement, party's agent, or party's employee, otherwise provided by law.


EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signatures this 27 day of January, 2020.

DALLAS COUNTY JUVENILE BOARD:


JOHNSON COUNTY JUVENILE BOARD:

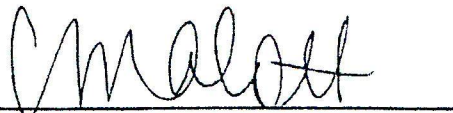

BY: Judge Cheryl L. Shannon
Chairman, Dallas County Juvenile Board


BY: Robert Mayfield
Chairman, Johnson County Juvenile Board

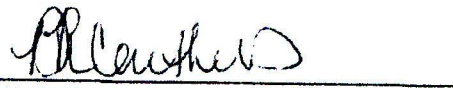
RECOMMENDED BY:

RECOMMENDED BY:


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


BY: Cristy Malott
Chief Juvenile Probation Officer

APPROVED AS TO FORM:


BY: Denika R. Caruthers, J.D.
General Counsel
Dallas County Juvenile Department


Johnson County Judge

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