COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145762

DATE: 8/19/2025

SUBJECT: **RFP NO. 2023-136 - ANNUAL CONTRACT FOR BEHAVIORAL MANAGEMENT AND SUPPORT SERVICES - JUVENILE SERVICES - LENA POPE HOME, INC. - EXERCISE SECOND AND FINAL OPTION FOR RENEWAL - SAME CONTRACT TERMS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFP No. 2023-136, Annual Contract for Behavioral Management and Support Services, for the second and final optional twelve (12) month period at the same contract terms and approve contract.

BACKGROUND

On August 29, 2023, the Commissioners Court, through Court Order #141557, awarded RFP No. 2023-136, Annual Contract for Behavioral Management and Support Services, for Juvenile Services, to Lena Pope Home, Inc.

The award was based upon evaluation criteria set forth in the RFP specifications and contained options to renew for two (2) additional twelve (12) month periods.

On August 20, 2024, the Commissioners Court, through Court Order #143712, approved the first renewal option.

Tarrant County Juvenile Justice Alternative Education Program (JJAEP) provides education services for students expelled from Tarrant County school districts. This contract for behavioral intervention and counseling services is needed to support classroom management at JJAEP, housed on the Lena Pope Home, Inc. campus.

The vendor notified Purchasing in writing that they will extend the same contract terms through August 31, 2026. Juvenile Services notified Purchasing in writing that they are pleased with the vendor and wants to renew. The Tarrant County Juvenile Services Board approved the contract renewal on July 16, 2025.

Therefore, it is the joint recommendation of Juvenile Services, Tarrant County Juvenile Services Board, and Purchasing that the Commissioners Court approve renewal of RFP No. 2023-136, Annual Contract for Behavioral Management and Support Services, for another twelve (12) month period.

The contract is attached for approval and signature. The District Attorney's Office reviewed the contract as to form

SUBMITTED BY	Purchasing	PREPARED BY:	Emily Salter, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

FISCAL IMPACT

Funding in the amount of $508,651.00 is expected to be provided by the Texas Juvenile Justice Department through the Juvenile Justice Alternative Education reimbursement grant in account P0027-2026 TJJD-JJAEP Program (Reimbursement)/2610115000 JJAEP/569011 Professional Services, pending August Juvenile Board approval of grant fund acceptance.

TARRANT COUNTY
Juvenile Services

Riley Shaw
Director

RON LEWIS
Deputy Director

DATE: July 2, 2025

MEMO TO: Ms. Ashley Barnes
Lena Pope Home, Inc.

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFP 2023-136 – BEHAVIORAL MANAGEMENT AND SUPPORT SERVICES FOR JJAEP

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the second and final renewal of RFP 2023-136 – Behavioral Management and Support for JJAEP.

If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **September 1, 2025 - August 31, 2026**. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☑ **Yes, we wish to renew RFP 2023-136, this contract not to exceed the amount of $508,651.**

☐ **No, our agency does not wish to renew this contract.**

Lena Pope Home, Inc.

Ashley Elgin-Barnes 7/9/25
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Agency Contact Information:

Printed Name: Ashley Elgin-Barnes
Signature: Ashley Elgin-Barnes
Title: CEO
Address: 3200 Sanguinet St, Fort Worth, TX 76107
Agency Phone: 817-255-2503
Agency Fax: 817-255-2657
Contact Email: ashley.elgin@lenapope.org

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Caleb Rojo, Sr. Buyer, Purchasing Department

Date: 6/27/25

Re: Renewal of RFP 2023-136, Annual Contract for Behavioral Management and Support Services

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The above referenced contract will expire on August 31, 2025. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence September 1, 2025, and would expire August 31, 2026.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at CRojo@tarrantcountytx.gov:

Lena Pope Home, Inc.

(✓) Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

( ) No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____ DATE: 6-29-2025

RFP 2023-136 Annual Contract for Behavioral Management and Support Services

		Award
Evaluation Criteria	Max Points	**Lena Pope Home, Inc. Fort Worth, TX HUB - No**
Vendor Instructor(s) Qualifications	15	**14.50**
Responsiveness	10	**10.00**
Proposed Program	40	**37.82**
References	5	**5.00**
Price	30	**30.00**
Total Score	100	**97.32**

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT FOR BEHAVIORAL MANAGEMENT AND SUPPORT SERVICES FOR JJAEP WITH LENA POPE HOME, INC.**
COUNTY OF TARRANT	§	

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Lena Pope Home, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of providing behavioral intervention and counseling services at the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"), housed on the campus of Lena Pope Home, Inc. The Commissioners Court finds that this Contract serves a public purpose for Tarrant County Juvenile Services, also referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will perform the following:

1.1 All services as described in the accepted proposal (incorporated by reference) under RFP 2023-136,

1.2 Support program, teachers and staff with up to four (4) Behavior Interventionists, one Master's Level Counselor, and one Behavior Intervention Supervisor working in the JJAEP by providing:

1.2.1 Evidence-based research behavior management curriculum that follows the philosophy of the Girl's and Boy's Town Specialized Classroom Management;

1.2.2 Engagement and relationship building with the students;

1.2.3 Student support and safety;

1.2.4 Development of Behavior Management Plans, as appropriate;

1.2.5 Transportation Support Services;

1.2.6 Substitute Coverage, if needed;

1.2.7 Non-Violent Physical Restraint System;

1.2.8 Direct supervision of students during check in, in classrooms, transitions times, lunch time, and end of day procedures regarding transportation;

1.2.9 Development, implementation and compliance with the JJAEP Safety and Security policies and procedures and Student Code of Conduct;

1.2.10 Development of family support mechanisms and strategies to involve parents in the students' educational experience;

1.2.11 Development and coordination of community-based efforts for mentoring, support, enrichment services, and counseling to JJAEP participants;

1.2.12 Social/Life, Conflict Resolution and Parenting Skills;

1.2.13 Vocational assessments, coaching and assistance with employment, as appropriate; and

1.2.14 Comprehensive and on-going case management services.

1.3 Physical Education, Healthy Lifestyles and Social Skills: PROVIDER agrees to provide daily instruction in physical education, health, social skills training and character building.

1.4 Mental Health Services: PROVIDER agrees to provide mental health services as follows:

1.4.1. Counseling services, up to 40 hours per week, delivered by a licensed master's therapist to include individual clinical assessments, counseling services based on an individual need, family outreach services, consultation with JJAEP staff, and service coordination for ongoing treatment;

1.4.2 Counseling services that effectively address anger management, trauma, anxiety / depression, or behavioral disorders;

1.4.3 Referral to psychological or psychiatric consultation or services for intense need and situations;

1.4.4 Parent outreach and referral services to families at agency designated locations and times;

1.4.5 Work closely with COUNTY representatives to ensure services are aligned to the ongoing case management and comprehensive plan, and to address issues and needs of families;

1.4.6 Culturally competent services to include the completion of required parental assessment and permission forms, and trained counselors that have met background check requirements.

2 TERM

This Contract will begin on September 1, 2025 and concludes on August 31, 2026.

3 EVALUATION CRITERIA

3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.1.1 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 Provide, supervise and evaluate required personnel including: four (4) behavior interventionists, 1 supervisor and 1 master's level counselor;

3.2.2 Provide behavior interventionists coverage pool to ensure all required behavioral interventionist services are provided each school day;

3.2.3 Implement effective behavioral management services, including the Boys Town behavioral model and social skills curriculum;

3.2.4 Provide counseling, assessment and case management services, to include psychiatric consultation and evidence based practices; and

3.2.5 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing;

3.3.2 Maintain a minimum of 85% successful program completion rate; and

3.3.3 Achieve a minimum of 80% daily attendance rate.

3.4 PROVIDER shall submit a performance report by November 1, 2025 outlining the success and meeting the specified goals and objectives in the incorporated proposal.

4 COST

4.1 COUNTY will pay not more than an annual amount of $508,651 for Behavior Management and Counseling services. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following:

4.1.1 PROVIDER will bill for the monthly cost of the Behavior Management and Counseling staff not to exceed 1/12th of the contracted amount of $508,651;

4.1.2 PROVIDER will bill for services performed in accordance with this Contract;

4.1.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract;

4.1.4 PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jesús Reyes, 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made 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.

5.2 PROVIDER agrees that it will permit 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 PROVIDER and the children when deemed necessary.

5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:

7.1.1 Local law enforcement agency (such as the Fort Worth Police Department);

7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD, by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gove (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354 , followed by submitting the report within twenty-four (24) hours of said call; and

7.1.3 Tarrant County Juvenile Services to facsimile number 817-838-4646.

7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643.

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identify of any of 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 Contract, 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.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, 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 PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

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. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any one of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 LIQUIDATED DAMAGES

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 PARTIES ADDRESSES

COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, Texas 76196

PROVIDER
Ms. Ashley Barnes, CEO
Lena Pope Home
3200 Sanguinet
Fort Worth, Texas 76107

21 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

22 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

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.

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2 That it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

25 TEXAS LAW TO APPLY

This Contract 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 Tarrant County, Texas.

26 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office, TJJD or its or their successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.

27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8 The PROVIDER shall require all agents employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

28 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30 AMENDMENTS

30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31 DISCLOSURE OF INTERESTED PARTIES

"Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____day of _____, 2025, by Commissioners' Court Order No._____.

TARRANT COUNTY
STATE OF TEXAS

X _____ 7-16-25
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____
Alex Kim 7/16/2025 Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

Lena Pope Home, Inc.

X _____ 7/9/25
Ms. Ashley Barnes Date
CEO
3200 Sanguinet St Fort Worth, TX 76107

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $508,651:**

Grant-2004/P0027-2026/2610115000/569011

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. 2023-136 - Annual Contract for Behavioral Management and Support Services - Juvenile Services - Lena Pope Home, Inc. - Exercise Second and Final Option for Renewal - Same Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

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I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

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Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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