COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145759
PAGE 1 OF 154
DATE: 8/19/2025

SUBJECT: **RFQ NO. 2023-107 - ANNUAL CONTRACT FOR JUVENILE RESIDENTIAL SERVICES -JUVENILE SERVICES - VARIOUS VENDORS - 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 RFQ No. 2023-107, Annual Contract for Juvenile Residential Services, for the second and final optional twelve (12) month period at the same contract terms and approve contracts with the following vendors:

Center for Success and Independence
Everyday Life, Inc.
Grayson County Juvenile Services
Gulf Coast Trades Center
Pegasus Schools, Inc.
Randall County – Youth Center of the High Plains
Rite of Passage, Inc. d/b/a Canyon State Academy
Rite of Passage, Inc. d/b/a Desert Lily
Rite of Passage, Inc. d/b/a Lake Granbury
Rite of Passage, Inc. d/b/a Texas Monarch Academy for Girls
Rite of Passage, Inc. d/b/a The Oaks
Shamar Hope Haven Residential Treatment Center
Youth Opportunity Investments, LLC

BACKGROUND

On August 29, 2023, the Commissioners Court, through Court Order #141555, awarded RFQ No. 2023-107, Annual Contract for Juvenile Residential Services, for Juvenile Services, to the following vendors:

Center for Success and Independence
Everyday Life, Inc.
Father Flanagan's Boys' Home d/b/a Boys Town
Grayson County Juvenile Services
Gulf Coast Trades Center
Pegasus Schools, Inc.
Randall County – Youth Center of the High Plains
Rite of Passage, Inc. d/b/a Canyon State Academy
Rite of Passage, Inc. d/b/a Desert Lily

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

Rite of Passage, Inc. d/b/a Lake Granbury
Rite of Passage, Inc. d/b/a Texas Monarch Academy for Girls
Rite of Passage, Inc. d/b/a The Oaks
Shamar Hope Haven Residential Treatment Center
Youth Opportunity Investments, LLC

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

On August 20, 2024, the Commissioners Court, through Court Order #143708, approved the first renewal option.

This contract provides court-ordered long-term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need for supervision.

Father Flanagan's Boys' Home d/b/a Boys Town elected not to renew. The remaining vendors 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 remaining vendors and want 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 RFQ No. 2023-107, Annual Contract for Juvenile Residential Services, for another twelve (12) month period.

The contracts are attached for approval and signature, The District Attorney's Office reviewed the contracts as to form.

FISCAL IMPACT

Funding in the amount of $3,375,000.00 is expected to be available in the following accounts, pending August Juvenile Board approval of grant fund acceptance:

$1,275,000.00	10000-2026 General Fund/2610110000 Juvenile Services Placement/NRG/569011 Professional Services
$ 486,564.00	P0028-2026 TJJD-Mental Health Services (MHS)/2610590000 Juvenile Services Residential Placement Mental Health/565078 Resident-MH Nonsecure/Grant-2004
$ 486,563.00	P0028-2026 TJJD-Mental Health Services (MHS)/2610590000 Juvenile Services Residential Placement Mental Health/565077 Resident-MH Secure/Grant-2004
$ 295,888.00	P0211-2026 TJJD-State Financial Assistance/2610590000 Juvenile Services Residential Placement Mental Health/565078 Resident-MH Nonsecure/Grant-2004
$ 295,887.00	P0211-2026 TJJD-State Financial Assistance/2610590000 Juvenile Services Residential Placement Mental Health/565077 Resident-MH Secure/Grant-2004
$ 248,659.00	P0211-2026 TJJD-State Financial Assistance/2610370000 Juvenile Services Post-Adjudication Secure/572441 Foster Home Care/Grant-2004

$ 198,190.00	P0211-2026 TJJD-State Financial Assistance/2610330000 Juvenile Services Post-Adjudication Nonsecure/565072 Residential Services/Grant-2004
$ 73,249.00	P0028-2026 TJJD-Mental Health Services (MHS)/2610590000 Juvenile Services Residential Placement Mental Health/572442 Inter County Services Juvenile/ Grant-2004
$ 15,000.00	P0211-2026 TJJD-State Financial Assistance/2610590000 Juvenile Services Residential Placement Mental Health/572442 Inter County Services Juvenile/ Grant-2004

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Robert Woods
Executive Director

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Center for Success & Independence**

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 option of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Center for Success & Independence

Robert Woods 7/8/25
Authorized Official's Signature — Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services — Date

Agency Contact Information:

Signature: Robert Woods
Printed Name: Robert Woods
Title: CEO
Address: 3722 Pinemont Dr.
Agency Phone: 713 426-4545
Agency Fax: 713 426 4747
Contact Email: rwoods@tcsi.org

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Cedric Payton
Director of Administration

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Everyday Life, Inc.**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Everyday Life, Inc.

Cedric Payton 07/08/2025
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Everyday Life Inc.

Agency Contact Information:

Signature: Cedric Payton

nted Name: Cedric L Payton

Title: Director of Administration

Address: 6955 Broach Rd. Bryan, TX 77808

Agency Phone: 979-412-3891

Agency Fax: 979-589-1665

Contact Email: cedricpayton@msn.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Greg Sumpter
Chief Juvenile Probation Officer

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: RFQ 2023-107 for Residential Placement Services for Grayson County Juvenile Services

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 option of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Grayson County Juvenile Services

Authorized Official's Signature — Date: 7/11/25

Tarrant County Juvenile Services

Director of Juvenile Services — Date: 7-15-25

Agency Contact Information:

Signature

Printed Name: Greg Sumpter

Title: Director

Address: 86 Dyess Street, Denison, TX 75020

Agency Phone: 903-786-6326

Agency Fax: 903-786-9401

Contact Email: sumpterg@co.grayson.tx.us

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Johnny Munoz
Executive Director

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Gulf Coast Trade Center**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Gulf Coast Trade Center

RE — 7/10/25
Authorized Official's Signature — Date

Tarrant County Juvenile Services

KP — 7-15-25
Director of Juvenile Services — Date

Agency Contact Information:

Signature	RE
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Chris Moody
Chief Executive Officer

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Pegasus Schools, Inc.**

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 option of RFQ 2023-107 Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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.

[x] **Yes, we wish to renew RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Pegasus Schools, Inc.

Authorized Official's Signature — Date: 7/8/25

Tarrant County Juvenile Services

Director of Juvenile Services — Date: 7-15-25

Agency Contact Information:

Signature

Printed Name: Chris Moody

Title: CEO

Address: 596 Robinson Ranch Road Godley, TX 76044

Agency Phone: 512-432-1021

Agency Fax: 512-398-3720

Contact Email: chris.moody@pegasusschools.net

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. C. Joe Barton III, Ph.D.
Chief Juvenile Probaton Officer

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Randall County - Youth Center of the High Plains**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Randall County - Youth Center of the High Plains

Authorized Official's Signature — Date: 7-7-25

Tarrant County Juvenile Services

Director of Juvenile Services — Date: 7-15-25

Agency Contact Information:

Signature

Printed Name: C. Joe Barton III, Ph.D., LPC-S

Title: Chief Juvenile Probation Officer

Address: 9300 South Georgia Street, Amarillo, TX 79118

Agency Phone: 806/468-5700

Agency Fax:

Contact Email: Joe.Barton@RandallCounty.gov or Ginger.Guy@RandallCounty.gov

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. CJ Bower
Rite of Passage (Canyon State Academy)

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Rite of Passage (Canyon State Academy)**

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 option** of RFQ 2023-107 – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Rite of Passage; (Canyon State Academy)

RE 7/10/25
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Agency Contact Information:

Signature	
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. CJ Bower
Rite of Passage (Desert Lily)

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Rite of Passage (Desert Lily)**

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 option** of RFQ 2023-107 – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Rite of Passage; (Desert Lily)

RE 7/10/25
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Agency Contact Information:

Signature	RE
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. CJ Bower
President / CEO

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Lake Granbury Youth Services (LGYS); (Rite of Passage Inc. – ROP)**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Lake Granbury Youth Services (LGYS); (Rite of Passage Inc. – ROP)

R E 7/10/25
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Agency Contact Information:

Signature	
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. CJ Bower
Rite of Passage (Texas Monarch Academy for Girls)

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Rite of Passage (Texas Monarch Academy for Girls)**

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 option** of RFQ 2023-107 – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Rite of Passage; (Texas Monarch Academy for Girls)

RE — 7/10/25
Authorized Official's Signature — Date

Tarrant County Juvenile Services

— 7-15-25
Director of Juvenile Services — Date

Agency Contact Information:

Signature	RE
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. CJ Bower
Rite of Passage (The Oaks)

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Rite of Passage (The Oaks)**

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 option** of RFQ 2023-107 – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Rite of Passage; (The Oaks

7/10/25
Authorized Official's Signature Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services Date

Agency Contact Information:

Signature	
Printed Name:	Rusty Alexander
Title:	Business Managing Director
Address:	2560 Business Parkway, Ste. A, Minden, NV 89423
Agency Phone:	775-392-2639
Agency Fax:	775-392-3453
Contact Email:	rusty.alexander@rop.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Ms. Sharon Evans
Executive Director

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Shamar Hope Haven RTC**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Shamar Hope Haven RTC

Authorized Official's Signature — 7/9/25 Date

Tarrant County Juvenile Services

Director of Juvenile Services — 7-15-25 Date

Agency Contact Information:

Signature: [signature]
nted Name: Sharon Evans
Title: Executive Director
Address: 2719 Truxillo St. Houston, TX 77004
Agency Phone: 713-942-8822
Agency Fax: 713 942-8878
Contact Email: EvansSevans@aol.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. James C. Hill, Jr.
President

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Youth Opportunity Investments, LLC**

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 option of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Youth Opportunity Investments, LLC

07/14/2025
Authorized Official's Signature — Date

Tarrant County Juvenile Services

7-15-25
Director of Juvenile Services — Date

Agency Contact Information:

Signature	
Printed Name:	Cruzbeth Hernandez
Title:	Facility Administrator
Address:	696 N. FM 487, Rockdale, TX 76567
Agency Phone:	512-446-3930
Agency Fax:	512-446-3694
Contact Email:	cruzbeth.hernandez@youthopportunity.com

TARRANT COUNTY
JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

DATE: July 3, 2025

MEMO TO: Mr. Robby Simard
Executive Vice President of Youth Care

FROM: Riley Shaw
Director of Juvenile Services

SUBJECT: **RFQ 2023-107 for Residential Placement Services for Father Flanagan's Boy's Home d/b/a Boys Town**

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 option** of RFQ 2023-107 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2025 through August 31, 2026.** All other terms and conditions of the current contract will remain in effect. 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 RFQ 2023-107 for placement services at a rate not to exceed the amount of $3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

Father Flanagan's Boy's Home d/b/a Boys Town

Authorized Official's Signature — 7-21-25 Date

Tarrant County Juvenile Services

Director of Juvenile Services — 7-24-25 Date

Agency Contact Information:

Signature: Sarah Miller
nted Name: Sarah Miller
Title: Director, Contracts & Grants
Address: 13603 Flanagan Blvd, Boys Town, NE 68010
Agency Phone: 531-355-3343
Agency Fax: —
Contact Email: Sarah.miller@boystown.org

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Caleb Rojo, Sr. Buyer, Purchasing Department

Date: 6/27/25

Re: Renewal of RFQ 2023-107, Annual Contract for Juvenile Residential 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 vendors listed below for twelve more months, please check the appropriate item and email this form back to me at CRojo@tarrantcountytx.gov.:

Center for Success and Independence
Everyday Life, Inc.
Father Flanagan's Boys' Home d/b/a Boys Town
Grayson County Juvenile Services
Gulf Coast Trades Center
Pegasus Schools, Inc.
Randall County – Youth Center of the High Plains
Rite of Passage, Inc. d/b/a Canyon State Academy
Rite of Passage, Inc. Desert Lily
Rite of Passage, Inc. Lake Granbury
Rite of Passage, Inc. Texas Monarch Academy for Girls
Rite of Passage, Inc. The Oaks
Shamar Hope Haven Residential Treatment Center
Youth Opportunity Investments, LLC

Memorandum

To: Riley Shaw

Dept: Juvenile Services

From: Caleb Rojo, Sr. Buyer, Purchasing Department

Date: 6/27/25

Re: Renewal of RFQ 2023-107, Annual Contract for Juvenile Residential Services

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☑ Yes, I wish to continue the current contract with the above mentioned vendors 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 vendors for the following reason(s).

SIGNATURE: _____ DATE: 6-29-2025

RFQ. NO. 2023-107 JUVENILE RESIDENTIAL SERVICES

Vendors Awarded

1. Center for Success and Independence
   Houston, TX
   HUB – No

2. Everyday Life, Inc.
   Bryan, TX
   HUB – No

3. Father Flanagan's Boys' Home, d/b/a Boys Town
   Boys Town, NE
   HUB – No

4. Grayson County Juvenile Services
   Denison, TX
   HUB – No

5. Gulf Coast Trades Center
   New Waverly, TX
   HUB – No

6. Pegasus Schools, Inc.
   Lockhart, TX
   HUB – No

7. Randall County – Youth Center of the High Plains
   Amarillo, TX
   HUB – No

8. Rite of Passage, Inc. d/b/a Canyon State Academy
   Queen Creek, AZ
   HUB – No

9. Rite of Passage, Inc. d/b/a Desert Lily
   Minden, NV
   HUB – No

10. Rite of Passage, Inc. d/b/a Lake Granbury
    Granbury, TX
    HUB - No

11. Rite of Passage, Inc. d/b/a Texas Monarch Academy for Girls
    Denison, TX
    HUB – No

12. Rite of Passage, Inc. d/b/a The Oaks
    Brownwood, TX
    HUB – No

13. Shamar Hope Haven Residential Treatment Center
    Houston, TX
    HUB – No

14. Youth Opportunity Investments, LLC
    St. Petersburg, FL
    HUB - No

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH CENTER FOR SUCCESS AND**
	§	**INDEPENDENCE**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Center for Success and Independence,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Moderate at the daily rate of $108.18

Specialized at the daily rate of $227.34 ,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Center for Success and Independence, Attn: Robert Woods 3722 PINEMONT DRIVE HOUSTON, TX 77018

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the

Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.11 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Center for Success and Independence 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 7-8-25
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 7/16/2025
Alex Kim 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*

Center for Success and Independence

X _____ 7/11/25
Robert Woods Date
Chief Executive Officer
3722 Pinemont Drive
Houston, TX 77018

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH EVERYDAY LIFE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Everyday Life, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **residential services**, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Moderate at the daily rate of $120.62

Specialized at the daily rate of $227.34

Intense at the daily rate of $324.52,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Everyday Life Inc., Attn: Cedric Payton 6955 Broach Road Bryan, TX 77808

22 WAIVER OF SUBROGATION

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

23 INDEMNIFICATION

23.1 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.

24 SOVEREIGN IMMUNITY

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

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

26.1 This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 28.9 Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of

its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 LEGAL CONSTRUCTION

29.1 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.

30 PRIOR AGREEMENTS SUPERSEDED

30.1 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

32.1 "Everyday Life 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X 7/16/2025
Alex Kim 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*

Everyday Life Inc.

X Cedric L. Payton 07.08.2025
Cedric Payton Date
Director of Administration
6955 Broach Road
Bryan, TX 77808

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

JUVENILE SERVICES CONTRACT WITH GRAYSON COUNTY JUVENILE SERVICES FOR RESIDENTIAL SERVICES

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Grayson County Juvenile Services** hereinafter referred to as ("PROVIDER"), for the provision of **residential services,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $300.00

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care, or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY

Riley Shaw
Director, Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111

PROVIDER

Grayson County Juvenile Services, Attn: Mr. Grep Sumpter
86 DYESS
Denison, TX 75020

22 WAIVER OF SUBROGATION

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

23 INDEMNIFICATION

23.1 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.

24 SOVEREIGN IMMUNITY

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

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

26.1 This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the *Agreement against* a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 LEGAL CONSTRUCTION

29.1 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.

30 PRIOR AGREEMENTS SUPERSEDED

30.1 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

Grayson County Juvenile Services acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

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

Grayson County Juvenile Services

X _____ 7/11/25
Mr. Greg Sumpter Date
Chief Juvenile Probation Officer
86 Dyess, Denison, TX 75020

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

CERTIFICATION OF
AVAILABLE FUNDS: $_____

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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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH GULF COAST TRADES CENTER**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Gulf Coast Trades Center,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $295.00,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for prescription medications if the COUNTY pre-approved the purchase.

4.7 PROVIDER may submit a reimbursement request for non-routine or non-emergency medical care or dental care exceeding $1,000 (over the length of stay for each individual youth) if the COUNTY pre-approved the service or purchase. The reimbursement request and pre-approval form shall include the remaining balance of the $1,000 for the individual youth.

4.8 PROVIDER will not request reimbursement from the COUNTY for routine medical costs provided onsite at the facility, including psychiatric evaluations, basic medical, nursing, etc. These costs are included in the services provided at the contracted daily rate. Provider will continue to notify COUNTY of routine medical appointments.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE EIIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	Gulf Coast Trades Center, Attn: Rusty Alexander 143 Forest Service Road #233 New Waverly, TX 77358

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E"***), if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Gulf Coast Trades Center 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 7-14-25
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 7/16/2025
Alex Kim 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*

Rite of Passage, Inc.

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
2560 Business Parkway, Ste. A.
Minden, NV 89423

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH PEGASUS SCHOOLS, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Pegasus Schools, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **residential services**, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $197.69,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to a medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Pegasus Schools, Inc., Attn: Chris Moody 896 Robin Ranch Road Lockhart, TX 78644

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Pegasus Schools, 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X _____ 7/16/2025
Alex Kim 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*

Pegasus Schools, Inc.

X _____ 7-8-25
Chris Moody Date
Chief Executive Officer
896 Robin Ranch Road
Lockhart, TX 78644

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

JUVENILE SERVICES CONTRACT WITH RANDALL COUNTY – YOUTH CENTER OF THE HIGH PLAINS FOR RESIDENTIAL SERVICES

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Randall County – Youth Center of the High Plains,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized – Residential at the daily rate of $205.00

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Randall County – Youth Center of the High Plains, Attn: C. Joe Barton III 9300 SOUTH GEORGIA AMARILLO, TX 79118

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

The Randall County – Youth Center of the High Plains acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

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

Randall County – Youth Center of the High Plains

X _____ 7-7-25
C. Joe Barton III, PhD Date
Chief Juvenile Probation Officer
9300 South Georgia
Amarillo, TX 79118

X _____ 7-11-2025
James W. Anderson, Judge, Date
County Court at Law #1, & Chairman
Randall County Juvenile Board

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH RITE OF PASSAGE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services at Canyon State Academy,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $295.00,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT Prison Rape Elimination Act

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Rite of Passage, Inc., Attn: Rusty Alexander 2560 BUSINESS PARKWAY, STE. A. MINDEN, NV 89423

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Rite of Passage, 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 "F", with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X _____ 7/16/2025
Alex Kim 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*

Rite of Passage, Inc.

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
2560 Business Parkway, Ste. A.
Minden, NV 89423

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH RITE OF PASSAGE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services at Desert Lily Academy,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $325.000,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care, or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Rite of Passage, Inc., Attn: Rusty Alexander 2560 BUSINESS PARKWAY, STE. A. MINDEN, NV 89423

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Rite of Passage, 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 "F", with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

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

Rite of Passage, Inc.

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
2560 Business Parkway, Ste. A.
Minden, NV 89423

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH RITE OF PASSAGE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services at Lake Granbury Youth Services,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $295.00,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for prescription medications if the COUNTY pre-approved the purchase.

4.7 PROVIDER may submit a reimbursement request for non-routine or non-emergency medical care or dental care exceeding $1,000 (over the length of stay for each individual youth) if the COUNTY pre-approved the service or purchase. The reimbursement request and pre-approval form shall include the remaining balance of the $1,000 for the individual youth.

4.8 PROVIDER will not request reimbursement from the COUNTY for routine medical costs provided onsite at the facility including psychiatric evaluations, basic medical, nursing, etc. These costs are included in the services provided at the contracted daily rate. Provider will continue to notify COUNTY of routine medical appointments.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Rite of Passage, Inc., Attn: Rusty Alexander 2560 BUSINESS PARKWAY, STE. A. MINDEN, NV 89423

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 PRIOR AGREEMENTS SUPERSEDED

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

31 AMENDMENTS

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

31.2 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 those changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

32 DISCLOSURE OF INTERESTED PARTIES

"Rite of Passage, 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 "F", with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X _____ 7/16/2025
Alex Kim 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*

Gulf Coast Trades Center

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
143 Forest Service Road #233
New Waverly, TX 77358

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH RITE OF PASSAGE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services at Texas Monarch Academy for Girls,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $295.00,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for prescription medications if the COUNTY pre-approved purchase.

4.7 PROVIDER may submit a reimbursement request for non-routine or non-emergency medical care or dental care exceeding $1,000 (over the length of stay for each individual youth) if the COUNTY pre-approved the service or purchase. The reimbursement request and pre-approval form shall include the remaining balance of the $1,000 for the individual youth.

4.8 PROVIDER will not request reimbursement from the COUNTY for routine medical costs provided onsite at the facility including psychiatric evaluations, basic medical, nursing, etc. These costs are included in the services provided at the contracted daily rate. Provider will continue to notify COUNTY of routine medical appointments.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Rite of Passage, Inc., Attn: Rusty Alexander 2560 BUSINESS PARKWAY, STE. A. MINDEN, NV 89423

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 any assistance 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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 are included in any subcontract or arrangement PROVIDER enters into in which funds received this Contract will be part of the consideration.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code. PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code. PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 PRIOR AGREEMENTS SUPERSEDED

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

31 AMENDMENTS

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

31.2 COUNTY may unilaterally change or alter the terms of this Contract and specify an effective date thereof. COUNTY will 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 the changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

32 DISCLOSURE OF INTERESTED PARTIES

"Rite of Passage, 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 "A" with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

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

Rite of Passage, Inc.

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
2560 Business Parkway, Ste. A.
Minden, NV 89423

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH RITE OF PASSAGE, INC.**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.,** hereinafter referred to as ("PROVIDER"), for the provision of **residential services at The Oaks,** to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $295.00,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and
3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate, and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for prescription medications if the COUNTY pre-approved the purchase.

4.7 PROVIDER may submit a reimbursement request for non-routine or non-emergency medical care or dental care exceeding $1,000 (over the length of stay for each individual youth) if the COUNTY pre-approved the service or purchase. The reimbursement request and pre-approval form shall include the remaining balance of the $1,000 for the individual youth.

4.8 PROVIDER will not request reimbursement from the COUNTY for routine medical costs provided onsite at the facility, including psychiatric evaluations, basic medical, nursing, etc. These costs are included in the services provided at the contracted daily rate. Provider will continue to notify COUNTY of routine medical appointments.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY

Riley Shaw
Director, Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111

PROVIDER

Rite of Passage, Inc., Attn: Rusty Alexander
2560 BUSINESS PARKWAY, STE. A.
MINDEN, NV 89423

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Rite of Passage, 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

X _____ 7-14-25
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 7/16/2025
Alex Kim 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*

Rite of Passage, Inc.

X _____ 7/10/25
Rusty Alexander Date
Business Managing Director
2560 Business Parkway, Ste. A.
Minden, NV 89423

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH SHAMAR HOPE HAVEN RTC**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Shamar Hope Haven RTC**, hereinafter referred to as ("PROVIDER"), for the provision of **residential services**, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $227.34

Intense at the daily rate of $324.52,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, , monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817+838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY

Riley Shaw
Director, Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, TX 76111

PROVIDER

Shamar Hope Haven RTC, Attn: Sharon Evans
2719 TRUXILLO STREET
Houston, TX 77004

22 WAIVER OF SUBROGATION

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

23 INDEMNIFICATION

23.1 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.

24 SOVEREIGN IMMUNITY

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

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

26.1 This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 LEGAL CONSTRUCTION

29.1 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.

30 PRIOR AGREEMENTS SUPERSEDED

30.1 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

32.1 "Shamar Hope Haven RTC 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X 7/16/2025
Alex Kim 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*

Shamar Hope Haven RTC

X 07/09/25
Sharon Evans Date
Executive Director
2719 Truxillo Street
Houston, TX 77004

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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.

STATE OF TEXAS	§	**JUVENILE SERVICES CONTRACT**
	§	**WITH YOUTH OPPORTUNITY**
	§	**INVESTMENTS, LLC**
COUNTY OF TARRANT	§	**FOR RESIDENTIAL SERVICES**

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Youth Opportunity Investments, LLC, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-107;

1.2 Provide the appropriate level of service of:

Specialized at the daily rate of $335.21,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.

1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.

1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.

1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.

1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.

1.7 Provide COUNTY Placement Officer a monthly written report by the 10th of each month detailing a child's progress while in the program.

1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.

1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:

1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY, and maintained by the PROVIDER in the individual child's file.

1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.

1.9.3 Copies of the original ICP, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.

1.10 Provide COUNTY all necessary information on forms provided by COUNTY.

1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.

1.12 Only release a child to a person or agency with the express consent of the COUNTY.

2 TERM

This Contract begins 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.

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

3.1.1 To facilitate improvements in social and personal functioning of youth;

3.1.2 To facilitate improvements in family and parental communications and functioning; and

3.1.3 To support youth in maintaining law-abiding behaviors.

3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:

3.3.1 Number of youth served during contract period;

3.4 COUNTY shall evaluate the program utilizing the following measures:

3.4.1 85% of youth placed will complete the program successfully;

3.4.2 Number of youth who attained educational advancement during period of placement;

3.4.3 Number of youth who exhibited improved communication skills during period of placement; and

3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;

3.5 COUNTY shall evaluate the program utilizing the following long-term measures:

3.5.1 85% of youth discharged successfully will complete their probationary term successfully;

3.5.2 One year re-arrest rate shall not exceed 30%; and

3.5.3 Two year re-arrest rate shall not exceed 35%.

4 COST

4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of $3,375,000 for all services provided.

4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.

4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.

4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.

4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.

4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care, or prescription medications if the COUNTY pre-approved the service or purchase.

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 requests 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 youth 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, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 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 or the incident occurs to all of the following:

7.1.1 Local Law enforcement agency with jurisdiction; and

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

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

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 AND SUBCONTRACT

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 identity 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 PRISON RAPE ELIMINATION ACT

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

14 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth 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.

15 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.

16 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.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 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.

17.2 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.

18 TERMINATION

18.1 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:

18.1.1 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

18.1.2 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.

18.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

18.2 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.

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

19 DEFAULT

19.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

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

19.1.2 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

19.1.3 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.

19.2 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.

20 LIQUIDATED DAMAGES

20.1 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.

20.2 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.

21 NOTICE

Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY	PROVIDER
Riley Shaw Director, Tarrant County Juvenile Services 2701 Kimbo Rd. Fort Worth, TX 76111	Youth Opportunity Investments, LLC., Attn: James C. Hill, Jr. 701 94TH AVE. N., SUITE 100 St. Petersburg, FL 33702

22 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, interns, volunteers or subcontractors against COUNTY.

23 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.

24 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.

25 REPRESENTATION AND WARRANTIES

25.1 PROVIDER hereby represents and warrants the following:

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

25.1.2 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;

25.1.3 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;

25.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

25.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

26 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas.

27 VENUE

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

28 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

28.1 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.

28.2 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 "D" - Family Code 231.006)***

28.3 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.

28.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.

28.5 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 "E")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

28.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, 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, Texas Juvenile Justice Department, 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.

28.7 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.

28.8 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.

28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates

engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).

28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

29 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.

30 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.

31 AMENDMENTS

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

31.2 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.

32 DISCLOSURE OF INTERESTED PARTIES

"Youth Opportunity Investments, LLC 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 "F"**, with the Texas Ethics Commission as required by law".

33 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 Number_____

TARRANT COUNTY
STATE OF TEXAS

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

X _____ 7/16/2025
Alex Kim 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*

Youth Opportunity Investments, LLC

X James C. Hill, Jr.
James C. Hill, Jr. Date
President 07/14/2025
701 94th Ave. N., Suite 100
St. Petersburg, FL 33702

$1,275,000 is contingent upon Commissioner's Court approval of the Fiscal Year 2026 Operating Budget.

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $3,375,000:**

The total budgeted funds for contracts Approved related to RFQ No. 2023-107 and RFQ No. 2023-107A, as a whole, will not exceed $3,375,000.

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. 2023-107 - Annual Contract for Juvenile Residential Services - Juvenile Services - Various Vendors - 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.

****

I. Stated Purpose

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

****

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.

****