



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 11

DATE: 11/19/2024

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT RENEWAL
BETWEEN TARRANT COUNTY AND ACH CHILD AND FAMILY
SERVICES FOR THE PROVISION OF INTERVENTION SERVICES
THROUGH THE PRE-ADJUDICATION RESPITE CARE PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2025 Contract between Tarrant County and ACH Child and Family Services for the provision of intervention services through the Pre-Adjudication Respite Care Program.

BACKGROUND

ACH Child and Family Services brings resources and skills to children and families struggling with life's challenges. The Pre-Adjudication Respite Care Program provides intervention services and an alternative to secure detention for pre-adjudicated risk, misdemeanor juvenile offenders who are primarily pending domestic violence referrals or presenting with family conflict.

On May 21, 2024, Commissioners Court, through Court Order #143151, approved FY 2024 contract renewal with ACH Child and Family Services in the amount not to exceed \$49,275.00 to provide residential respite services. These services include counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of family reunification.

With approval, ACH Child and Family Services will continue to provide residential respite services as mentioned above for an amount not to exceed \$49,275.00.

The term of the contract is from October 1, 2024 through September 30, 2025.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the September 18, 2024, board meeting.

FISCAL IMPACT

Funding in the amount of \$49,275.00 is available in account 10000-2025 General Fund/2610110000 Juvenile Services/569011 Professional Services.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Bennie Medlin



STATE OF TEXAS
COUNTY OF TARRANT

§
§
§
§

JUVENILE SERVICES CONTRACT WITH
ACH CHILD AND FAMILY SERVICES
FOR THE PRE-ADJUDICATION
RESPITE CARE PROGRAM

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and ACH Child and Family Services, hereinafter referred to as ("PROVIDER"), for the provision of Residential Respite Services including counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of reunification. COUNTY finds that this Contract serves a public purpose in a collaboration with Tarrant County Juvenile Services ("TCJS") for the provision of intervention services and an alternative to secure detention to address pre-adjudicated, lower risk, misdemeanor offenders primarily pending domestic violence referrals or presenting with family conflict.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

- 1.1 PROVIDER agrees to perform the following:
- 1.1.1 Review referral timely within 3 hours of receipt from TCJS. Notify TCJS within this time frame as to ability to accept youth and timeframe for acceptance.
 - 1.1.2 Provide unlocked, residential care (24 hours per day, 7 days per week) in the Youth Emergency Shelter ("YES") and additional counseling, skills training, and support services. The average stay is expected to be 14 calendar days and will not exceed 90 days.
 - 1.1.3 Ensure YES youth are enrolled in and receive educational services.
 - 1.1.4 Complete an intake, service plan, and transition plan with the goal of family reunification.
 - 1.1.5 Provide services to the youth and family. The parent/guardian will be invited and expected to participate in intake, planning and services.
 - 1.1.6 Provide culturally and linguistically appropriate services.
 - 1.1.7 Assess the youth's and family's behavior and progress daily to determine if he/she is ready to return home.
 - 1.1.8 Notify the parent/guardian immediately and assigned probation officer and TCJS liaison electronically or by phone within 8 hours of a youth absconding from the YES.
 - 1.1.9 Notify the TCJS liaison within 24 hours of the end service date and reason for discharge.
 - 1.1.10 Provide copies of the service plan and transition plan to the TCJS liaison within 5 business days of discharge from YES.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

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, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
 - 3.2.1 Provide a collaborative relationship with TCJS for services to pre-adjudicated youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and
 - 3.2.2 Through early intervention, respite, skills training, and counseling services, strengthen and re-unite families while diverting youth from the juvenile justice system.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 # of youth and families served in program; and
 - 3.3.2 # of days of residential respite care per youth; and
 - 3.3.3 # and types of other referrals and resources provided for youth and families.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Availability to review referrals within 3 hours of receipt 24 hours per day, 7 days per week; and
 - 3.4.2 70% of youth enrolled in the program will transition home with youth and family engaged and full program participation; and
 - 3.4.3 The program will operate with the goal that 70% of youth completing the program will not be re-arrested and referred to TCJS within the first year of receiving services.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,275 for the period identified, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will pay the PROVIDER an amount of \$135 per day, per youth.
 - 4.1.2 PROVIDER will submit a monthly invoice for services performed in accordance with this Contract.
 - 4.1.3 Each invoice should include the name of the youth for whom payment is being requested, program entry date, program exit date when applicable, the number of days being invoiced, the daily rate, and total monthly cost.
 - 4.1.4 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.
 - 4.1.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the 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.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to immediately report, 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

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

9 AGENCY-INDEPENDENT CONTRACTOR

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

10 ASSIGNMENT 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;

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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 youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

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

14 OFFICIAL NOT TO BENEFIT

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

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

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

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

17 TERMINATION

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

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

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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

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

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

18 DEFAULT

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

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

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

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

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

19 PARTIES ADDRESSES

COUNTY

Mr. Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER

Ms. Katherine Tilley
ACH Child and Family Services
3712 Wichita Street
Fort Worth, Texas 76119

20 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.

21 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.

22 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.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 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;
- 23.1.3 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, and, upon the execution of this Agreement and upon request any time thereafter, PROVIDER will furnish to COUNTY a then current certified certificate(s) of insurance; and
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 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.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 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/Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its 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 from the Contract form all or part of the consideration.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services in the Lynn Ross Juvenile Detention facility under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee who will provide services in the Lynn Ross Juvenile Detention facility prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

27 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.

28 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.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 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.

30 DISCLOSURE OF INTERESTED PARTIES

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

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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

APPROVED on this the _____ day of _____, 2024, by Commissioners Court Order Number _____

TARRANT COUNTY
STATE OF TEXAS

ACH Child and Family Services

X Bennie Medlin 9/17/24
Date
Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X Wayne Carson
Wayne Carson 8/9/24
Chief Executive Officer
ACH Child and Family Services
3712 Wichita Street, Fort Worth, TX 76119

X Alex Kim 9/18/2024
Date
Alex Kim
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

***CERTIFICATION OF AVAILABLE FUNDS IN
THE AMOUNT OF \$49,275:**

10000-2025/2610260000/569011

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare Date
County Judge
2701 Kimbo

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

James Marvin Nichols
Criminal District Attorney's Office*

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1197140

Date Filed:
08/06/2024

Date Acknowledged:

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

ACH Child and Family Services
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JS-2024-107
Pre-Adjudication Respite Care Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Wayne Carson, and my date of birth is 1/21/1960.

My address is 3712 Wichita Street, Fort Worth, TX, 76119, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 9th day of August, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

74

CO#144240



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 11
DATE: 11/19/2024

SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT RENEWAL BETWEEN TARRANT COUNTY AND ACH CHILD AND FAMILY SERVICES FOR THE PROVISION OF INTERVENTION SERVICES THROUGH THE PRE-ADJUDICATION RESPITE CARE PROGRAM

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider FY 2025 Contract between Tarrant County and ACH Child and Family Services for the provision of intervention services through the Pre-Adjudication Respite Care Program.

BACKGROUND

ACH Child and Family Services brings resources and skills to children and families struggling with life's challenges. The Pre-Adjudication Respite Care Program provides intervention services and an alternative to secure detention for pre-adjudicated risk, misdemeanor juvenile offenders who are primarily pending domestic violence referrals or presenting with family conflict.

On May 21, 2024, Commissioners Court, through Court Order #143151, approved FY 2024 contract renewal with ACH Child and Family Services in the amount not to exceed \$49,275.00 to provide residential respite services. These services include counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of family reunification.

With approval, ACH Child and Family Services will continue to provide residential respite services as mentioned above for an amount not to exceed \$49,275.00.

The term of the contract is from October 1, 2024 through September 30, 2025.

This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the September 18, 2024, board meeting.

FISCAL IMPACT

Funding in the amount of \$49,275.00 is available in account 10000-2025 General Fund/2610110000 Juvenile Services/569011 Professional Services.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Bennie Medlin



STATE OF TEXAS
COUNTY OF TARRANT

§
§
§
§

**JUVENILE SERVICES CONTRACT WITH
ACH CHILD AND FAMILY SERVICES
FOR THE PRE-ADJUDICATION
RESPITE CARE PROGRAM**

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and ACH Child and Family Services, hereinafter referred to as ("PROVIDER"), for the provision of Residential Respite Services including counseling, skills training, support services and transition planning to address family needs and dynamics with the goal of reunification. COUNTY finds that this Contract serves a public purpose in a collaboration with Tarrant County Juvenile Services ("TCJS") for the provision of intervention services and an alternative to secure detention to address pre-adjudicated, lower risk, misdemeanor offenders primarily pending domestic violence referrals or presenting with family conflict.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

- 1.1.1 Review referral timely within 3 hours of receipt from TCJS. Notify TCJS within this time frame as to ability to accept youth and timeframe for acceptance.
- 1.1.2 Provide unlocked, residential care (24 hours per day, 7 days per week) in the Youth Emergency Shelter ("YES") and additional counseling, skills training, and support services. The average stay is expected to be 14 calendar days and will not exceed 90 days.
- 1.1.3 Ensure YES youth are enrolled in and receive educational services.
- 1.1.4 Complete an intake, service plan, and transition plan with the goal of family reunification.
- 1.1.5 Provide services to the youth and family. The parent/guardian will be invited and expected to participate in intake, planning and services.
- 1.1.6 Provide culturally and linguistically appropriate services.
- 1.1.7 Assess the youth's and family's behavior and progress daily to determine if he/she is ready to return home.
- 1.1.8 Notify the parent/guardian immediately and assigned probation officer and TCJS liaison electronically or by phone within 8 hours of a youth absconding from the YES.
- 1.1.9 Notify the TCJS liaison within 24 hours of the end service date and reason for discharge.
- 1.1.10 Provide copies of the service plan and transition plan to the TCJS liaison within 5 business days of discharge from YES.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

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, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
 - 3.2.1 Provide a collaborative relationship with TCJS for services to pre-adjudicated youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and
 - 3.2.2 Through early intervention, respite, skills training, and counseling services, strengthen and re-unite families while diverting youth from the juvenile justice system.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 # of youth and families served in program; and
 - 3.3.2 # of days of residential respite care per youth; and
 - 3.3.3 # and types of other referrals and resources provided for youth and families.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Availability to review referrals within 3 hours of receipt 24 hours per day, 7 days per week; and
 - 3.4.2 70% of youth enrolled in the program will transition home with youth and family engaged and full program participation; and
 - 3.4.3 The program will operate with the goal that 70% of youth completing the program will not be re-arrested and referred to TCJS within the first year of receiving services.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,275 for the period identified, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will pay the PROVIDER an amount of \$135 per day, per youth.
 - 4.1.2 PROVIDER will submit a monthly invoice for services performed in accordance with this Contract.
 - 4.1.3 Each invoice should include the name of the youth for whom payment is being requested, program entry date, program exit date when applicable, the number of days being invoiced, the daily rate, and total monthly cost.
 - 4.1.4 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.
 - 4.1.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the 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.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to immediately report, 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

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

9 AGENCY-INDEPENDENT CONTRACTOR

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

10 ASSIGNMENT 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;

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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 youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

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

14 OFFICIAL NOT TO BENEFIT

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

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

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

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

17 TERMINATION

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

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

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES

October 1, 2024 – September 30, 2025

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

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

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

18 DEFAULT

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

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

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

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

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

19 PARTIES ADDRESSES

COUNTY

Mr. Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road
Fort Worth, Texas 76111

PROVIDER

Ms. Katherine Tilley
ACH Child and Family Services
3712 Wichita Street
Fort Worth, Texas 76119

20 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.

21 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.

22 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.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 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;
- 23.1.3 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, and, upon the execution of this Agreement and upon request any time thereafter, PROVIDER will furnish to COUNTY a then current certified certificate(s) of insurance; and
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 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.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (*Attachment "A" - Family Code 231.006*)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 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/Residential Services – (Attachment "B")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its 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 from the Contract form all or part of the consideration.

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services in the Lynn Ross Juvenile Detention facility under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee who will provide services in the Lynn Ross Juvenile Detention facility prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

27 - 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.

28 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.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 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.

30 DISCLOSURE OF INTERESTED PARTIES

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

PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES
October 1, 2024 – September 30, 2025

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

APPROVED on this the 19th day of November, 2024, by Commissioners Court Order Number 144240

TARRANT COUNTY
STATE OF TEXAS

ACH Child and Family Services

X Bonnie Medlin 9/17/24

Bonnie Medlin Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X Wayne Carson

Wayne Carson 8/9/24
Chief Executive Officer
ACH Child and Family Services
3712 Wichita Street, Fort Worth, TX 76119

X Alex Kim 9/18/2024

Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$49,275:

10000-2025/2610260000/569011

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF AVAILABLE FUNDS: \$ 49,275.00

COUNTY OF TARRANT
2701 Kimbo Road

James Marvin Nichols
Criminal District Attorney's Office*

Kimberly M. Buchanan

Tarrant County Auditor

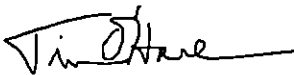
*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

COUNTY OF TARRANT
2701 Kimbo Road

Consideration of Fiscal Year 2025 Contract Renewal between Tarrant County and ACH Child and Family Services for the Provision of Intervention Services through the Pre-Adjudication Respite Care Program

SIGNED AND EXECUTED this 25 day of November, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
11/25/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1197140

Date Filed:
08/06/2024

Date Acknowledged:

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

ACH Child and Family Services
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JS-2024-107
Pre-Adjudication Respite Care Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Wayne Carson, and my date of birth is 1/21/1960.

My address is 3712 Wichita Street, Fort Worth, TX, 76119, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 9th day of August, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Consideration of Fiscal Year 2025 Contract Renewal between Tarrant County and ACH Child and Family Services for the Provision of Intervention Services through the Pre-Adjudication Respite Care Program

SIGNED AND EXECUTED this <#SignedAndExecutedDay#> day of <#SignedAndExecutedMonth#>, <#SignedAndExecutedYear#>.

**COUNTY OF TARRANT
STATE OF TEXAS**