



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 60
DATE: 10/15/2024

SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 COMMUNITY SERVICE PROVIDER SUBRECIPIENT CONTRACT WITH DIAMOND HILL NORTH SIDE YOUTH ASSOCIATION FOR THE PROVISION OF SUCCESS AND OPPORTUNITIES IN ATHLETICS AND RECREATION AND SPORTS FOR SUCCESS PROGRAM SERVICES THROUGH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION FAMILY SUPPORT SERVICES COMMUNITY YOUTH DEVELOPMENT PROGRAM

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2025 Community Service Provider Subrecipient Contract with Diamond Hill North Side (DHNS) Youth Association for the provision of Success and Opportunities in Athletics and Recreation (SOAR) and Sports for Success program services through the Texas Health and Human Services Commission (HHSC) Family Support Services (FSS) Community Youth Development (CYD) Program, contract #HHS000841700005.

BACKGROUND

Tarrant County Public Health (TCPH) receives annual grant funding from HHSC for the continuation of the CYD program. CYD provides support services to youth and their families with the goal of curbing juvenile crime in Tarrant County. These supports lead to strengthened connection, engagement, and contribution to the community. Grant funding provides assistance to HHSC partners with community-based programs, providing a variety of opportunities to promote positive outcomes for children, youth, and families. Services are provided by sub-awards through reimbursements from the CYD program HHSC grant.

DHNS Youth Association program provides year-round support to middle and high school students by providing SOAR Mentoring, SOAR Youth Leadership Development classes, SOAR Post-High School Readiness classes and activities, and Sports for Success. These services will provide valuable programming that will benefit youth in their classrooms, their communities, and their future careers. DHNS Youth Association is a new subrecipient for CYD.

On August 17, 2021, the Commissioners Court, through Court Order#136109, approved the FY 2022-2026 Grant Contract (Contract No. HHS000841700005) with DFPS for the term of September 1, 2021, through August 31, 2026, for funding in an amount not-to-exceed \$3,281,250.00 over the term of the contract. In addition, the service area for Tarrant County was expanded to include the 76112 and 76119 ZIP codes. This agreement serves as the base contract for which annual FY funding may be awarded through Notice of Award (NOA)'s.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/15/2024 PAGE 2 OF 60

On August 6, 2024, the Commissioners Court, through Court Order #143559, approved FY 2025 NOA Award No. 2025-01 for contract #HHS000841700005, in the amount of \$675,000.00 for CYD Program services and Innovation Grant for Community-Based Child Abuse Prevention (CBCAP). The grant funding period for this award is effective September 1, 2024 through August 31, 2025.

On September 1, 2024, the granting agency for CYD funds changed from DFPS to HHSC, and the program changed from Prevention and Early Intervention (PEI) to FSS. This contract will reflect the new granting agency of HHSC FSS with the same start date of September 1, 2024.

With approval of this subrecipient contract, Tarrant County will reimburse DHNS Youth Association an amount not to exceed \$81,998.03 in FY 2025 FSS CYD Grant funding for the provision of SOAR Mentoring, SOAR Youth Leadership Development classes, SOAR Post-High School Readiness classes and activities, and Sports for Success program services as mentioned above. The funding period for the contract is October 15, 2024 through August 31, 2025.

The Criminal District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

The subcontract award is in the amount of \$81,998.03.

This grant does not require a grant match.

Indirect cost is allowed.

There is no operating subsidy for this grant.

All associated costs will be paid from grant fund allocations in F0040-2025.

Consideration of Fiscal Year 2025 Community Service Provider Subrecipient Contract with Diamond Hill North Side Youth Association for the Provision of Success and Opportunities in Athletics and Recreation and Sports for Success Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge



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PAGE 1 OF

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SUBMITTED BY Public Health

PREPARED BY: Amanda Campbell

APPROVED BY: Amanda Campbell



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THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

- 1.1 Texas Health and Human Services Commission ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.
- 1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.
- 1.3 County subcontracts with community based service providers to deliver services in accord with the directives of Texas Lead Agency.
- 1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..
- 1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and Diamond Hill North Side Youth Association ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

- 3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.
- 3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.
- 3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.
- 3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, Texas Health and Human Services Commission (HHSC) Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on October 15, 2024 and end August 31, 2025.

5. GOVERNING LAW

- 5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.
- 5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:
- A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - 2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - 5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - 6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
 - 7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
 - B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.
 - C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.
 - D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States

Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.
- G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

- H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
- I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.
- J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.
- K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).
- L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).
- M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

- A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.
- B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable.

Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

- C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).
 - D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.
 - E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on "vendor hold," then the County will apply all payments under this contract directly toward eliminating any of the Service Provider's debts or delinquencies to the State of Texas.
 - F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider's obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider's duty to comply with revised OMB reporting requirements.
- 5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

- 5.5 1295 Compliance. Service Provider acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Q-4, with the Texas Ethics Commission as required by law.
- 5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –
- A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - B. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

- 6.1 The HHSC IT Security Policy
- 6.2 Health and Human Services Enterprise Information Security Standards and Guidelines
- 6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28
- 6.4 Texas Human Resources Code, Section 40.005
- 6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053
- 6.6 Texas Family Code, Section 162.018
- 6.7 Texas Family Code, Subchapter C, Sections 261.201-.203
- 6.8 Texas Family Code, Section 264.408
- 6.9 Texas Family Code, Section 264.511
- 6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404
- 6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209
- 6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

- 6.13 The Federal Information Security Management Act of 2002 (FISMA)
- 6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies
- 6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations
- 6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems
- 6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.
- 6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - A. Service Provider information security policies;
 - B. Service Provider information security procedures;
 - C. Service Provider information security standards;
 - D. Service Provider information security guidelines;
 - E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
 - F. Service Provider security violation reports;
 - G. Service Provider employee security acknowledgement agreements; and
 - H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to HHSC/CYD confidential information.
- 6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.
- 6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
 - B. General Security Controls Audit;
 - C. Application Controls Audit;
 - D. Vulnerability Assessment; and
 - E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

- 7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

- 7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.
- 7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.
- 7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.
- 7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.
- 7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.
- 7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.
- 7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.
- 7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider or through a translator.
- 8. REPORTS, AUDITS AND RECORD RETENTION**
- 8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including

providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

- 8.2 Service Provider will provide financial management and control systems that include:
 - A. Accurate, correct and complete payroll;
 - B. Accounting and financial reporting records;
 - C. Cost source documentation;
 - D. Effective internal and budgetary controls;
 - E. Procedures to determine reasonableness, allowability and allocability of costs; and
 - F. Timely and appropriate audits with resolution findings.
- 8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.
- 8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.
- 8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Serviced Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.
- 8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human

Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

- 8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.
- 8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or \$5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.
- A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
 - B. All cost reimbursement Service Providers must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
 - C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
 - D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.
- 8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.
- 8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial

and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

- 8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.
- A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
 - B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
 - C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
 - D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
 - E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.
- 8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.
- 8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are

required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

- 9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.
- 9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.
- 9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.
 - A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.
 - B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
 1. to correct an obvious clerical error in this contract;
 2. to change the contract number;
 3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
 4. to comply with a court order or judgment;
 5. to update service level descriptions or daily rates;
 6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
 7. to change the designated Texas Lead Agency or County mailing address for this contract;
 8. to change the designated Service Provider mailing address for this contract; or
 9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.
 - C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

- 10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during October 15, 2024 through August 31, 2025 will not exceed \$81,998.03.

- 10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.
- 10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.
- 10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.
- 10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.
- 10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

- 10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance.**
- 10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.
- 10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any purchase of \$25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. HHSC reports vendor performance by means of the

Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/

The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

- A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR (\$10,000.00) MINIMUM; AND**
- B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.**
- C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED**

WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

- 11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.**
- 11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.**
- 11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.**
- 11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.**
- 11.7 The County may waive all or part of this insurance requirement at its discretion.**
- 11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.**
- 11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.**

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license,

certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

- 13.4 In addition to other remedies available to it, County may:
- A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;
 - B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and
 - C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.
- 13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.
- 13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meet its obligations under this agreement, County may terminate this agreement without notice.
- 13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.
- 13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.
- 14. PERSONNEL**
- 14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.
- 14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every employee working with CYD must be maintained by the Service Provider and provided to the County.

- 14.3 The Service Provider must provide support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.
- 14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.
- 14.5 The Service Provider must complete a name-based criminal history check and Texas child abuse/neglect central registry background check on every new hire, volunteer, or other person who will be working under the auspices of the Service Provider before the person has direct contact with children or families or access to Personally Identifying Information (PII), including employees who have had a fingerprint-based check as a requirement of their professional licensure. An FBI fingerprint-based criminal history check is required if the person has lived outside of Texas within the last five years.

An employee or other person working under the Service Provider's auspices who has direct contact with children or families or access to PII must renew the required background checks every 24 months.

Clearances must be submitted to the County and kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. HHSC will determine if and when the employee or volunteer can have direct contact with clients.

- 14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:
- A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
 - B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
 - 1. the person;
 - 2. the family;
 - 3. public order or decency;
 - 4. public health, safety, or morals; or
 - 5. property;
 - C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or

- D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Texas Lead Agency and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

- A. Name-based criminal history check;
- B. Texas child abuse/neglect central registry background check; and
- C. Signed disclosure and release by each person attesting to this information, which will be maintained by Service Provider, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

- 14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.
- 14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.
- 14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.
- 14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.
- 14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.
- 14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

- 14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

- 15.1 The contract may be amended in writing duly executed by the contracting parties.
- 15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.
- 15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.
- 15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.
- 15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.
- 15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with

Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why. Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
- D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 Suspension, Ineligibility, and Voluntary Exclusion. Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

- A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 Child Support. Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Service Provider's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;
- D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

- 16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.
- 16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.
- 16.9 **U.S. Department of Homeland Security's E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

- 17.1 Project Work Plan (Attachment Q-1);
- 17.2 Form 2030, Budget Information Form (Attachment Q-2);
- 17.3 Debarment/Suspension Certification (Attachment Q-3);
- 17.4 Form 1295, Certificate of Interested Parties (Attachment Q-4);
- 17.5 Federal Award Information Form (Attachment Q-5); and
- 17.6 Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6).

SIGNED AND EXECUTED this ____ day of _____, 2024 in Tarrant County, Texas.

DIAMOND HILL NORTH SIDE
YOUTH ASSOCIATION

Roxanne Martinez

Roxanne Martinez
President
PO Box 162253
Fort Worth, Texas 76106

COUNTY OF TARRANT
STATE OF TEXAS

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

Attachment Q-1: PROJECT WORK PLAN

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by DFPS and Tarrant County prior to implementation. DFPS and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 10/15/2024 - 08/31/2025

FISCAL YEAR: 2025

SUBAWARDEE NAME: Diamond Hill North Side (DHNS) Youth Association

NAME OF PROGRAM(S): SOAR Mentoring, SOAR in Action, and Sports for Success

ZIP CODES/S: 76106, 76164

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)
1				
2				
3				

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Gerald Shelbon	Program Director	gerald.shelbon@dhnsyouth.org	817-809-8244
FISCAL MANAGER	Rachel Martinez	Treasurer	finance@dhnsyouth.org	817-809-8244
EXECUTIVE DIRECTOR OR PRESIDENT	Roxanne Martinez	President	info@dhnsyouth.org	817-809-8244
SIGNATORY <i>*This individual is authorized to sign the contract.</i>	Roxanne Martinez	President	info@dhnsyouth.org	817-809-8244

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: www.dhnsyouth.org

AGENCY EMAIL ADDRESS:
info@dhnsyouth.org

PUBLIC PHONE:
817-809-8244

PUBLIC EMAIL CONTACT:
dhnsyouth@gmail.com

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.

Mailing Address: PO Box 162253, Fort Worth, TX 76161

Physical Address: 3229 N Elm St, Fort Worth, TX 76106

CYD PROGRAM SUMMARY CHART

Program Component <i>List all required and ancillary program components offered</i>	PROGRAM NAME	ANTICIPATED ANNUAL OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	PROGRAM LENGTH	FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION – include all where programming is offered	VIRTUAL MODIFICATIONS (if applicable)
Mentoring	SOAR Mentoring	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Monthly 1 session per month x 3 months = 3	Q1 – Q3: First Friday and Third Saturday of each month Q4: First Friday of each month	Q1 – Q4: Diamond Hill Community Center and DHNS Youth Association Office	Zoom, if necessary
Youth Leadership Development	SOAR in Action	Q1 – Q3: 142 unduplicated Q4: 76 unduplicated	Q1 – Q3: 135 unduplicated Q4: 76 unduplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Weekly 4 sessions per month x 3 months = 12	Q1 – Q3: <u>Meacham Middle School:</u> First and Third Tuesdays 4:30 p.m. – 6:30 p.m. <u>Diamond Hill-Jarvis High School:</u> Every other Thursday 4:30 p.m. – 6:30 p.m. Q4: <u>Diamond Hill Community Center:</u> Thursdays 4:30 p.m. – 6:30 p.m.	Q1 – Q3: Meacham Middle School and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	Zoom, if necessary
Post-High School Readiness	SOAR in Action	Q1 – Q3: 142 duplicated Q4: 76 duplicated	Q1 – Q3: 135 duplicated Q4: 76 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Weekly 4 sessions per month x 3 months = 12	Q1 – Q3: <u>Meacham Middle School:</u> First and Third Tuesdays 4:30 p.m. – 6:30 p.m. <u>Diamond Hill-Jarvis High School:</u> Every other Thursday 4:30 p.m. – 6:30 p.m. Q4: <u>Diamond Hill Community Center:</u> Thursdays 4:30 p.m. – 6:30 p.m.	Q1 – Q3: Meacham Middle School and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	Zoom, if necessary
Sports and Movement	Sports for Success	Q1 – Q3: 142 duplicated Q4: 76 duplicated	Q1 – Q3: 135 duplicated Q4: 76 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: 12 sessions per month x 7.5 months = 90 Q4: 4 sessions per month x 3 months = 12	Q1 – Q4: <u>Diamond Hill-Jarvis High School and/or Diamond Hill Community Center:</u> Q1 – Q3: Tuesdays and Thursdays 6:30 p.m. – 8:00 p.m. (Practices) and Saturdays 12:00 p.m. – 4:00 p.m. (Games) Q4:	Q1 – Q4: Diamond Hill-Jarvis High School and/or Diamond Hill Community Center	eSports, if necessary

CYD PROJECT WORK PLAN

						Sundays 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices & Games)		
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* An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year.
 Indicate if Youth served Output target includes any duplicated Youth served.

CYD PROJECT WORK PLAN

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	218	OUTCOME 1: 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September-May).	135	OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	76	OUTCOME 3: Index youth improve in at least one domain or area of the DAP survey between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION

AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	10%
Youth Ages 10-17	90%

CYD PROJECT WORK PLAN

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2025. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).

(<http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html>).

Goal 1: To meet 100% of contract requirements by end of FY25.

Objective 1: Be adequately staffed all year to ensure delivery of competent and robust programming.

Objective 2: Implement all required CYD trainings as mandated by grant.

Objective 3: Complete mandatory reporting and deliverables on time and within budget each month.

Goal 2: To increase at least one protective factor and/or developmental assets for CYD participants by end of FY25.

Objective 1: Implement high quality, evidence-based CYD programming to include: Mentoring, Youth Leadership Development, and Post-High School Readiness.

Objective 2: Ensure at least 50% of CYD participants complete the PEI Program Experience Survey.

Objective 3: Utilize attendance/tracking software and surveys to effectively measure impact of program.

Goal 3: To foster safe spaces and positive relationships for 218 participating youth by end of FY25.

Objective 1: Recruit and serve at least 135 youth participants during the school year (October-May).

Objective 2: Recruit and serve at least 76 youth participants during the summer months (June-August).

Objective 3: Collaborate with community partners to enhance and enrich auxiliary programming.

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

Program Inputs	Program Activities	Program Outputs	Program Outcomes
• Staff members • Positive Coaching Alliance curriculum and resources • Soccer for Success curriculum and resources • TYAN professional development for staff • Program needs assessment • New community center facilities • Volunteer coach-mentors • Parents/guardians and other supportive adults	• Youth leadership development programs • Mentorship interactions and activities • Career exploration activities • Sports and movement programs • Family social events • Parent/guardian communications • Parent engagement activities	• Number of CYD participants • Number of mentor interactions and activities • Number of career exploration activities • Number of participants in sports and movement programs • Attendance at family social events • Engagement with parent/guardian communications • Attendance at parent engagement activities	• Participating youth increase at least one protective factor and/or developmental asset • Participating youth engage in leadership opportunities • Participating youth report at least one positive relationship with a caring adult • Parents of participating youth increase engagement

CYD PROJECT WORK PLAN

• Collaboration with schools and community partners • Funding			
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REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

REQUIRED PROGRAMMING (Add Sections as Necessary)**MENTORING**

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

DHNS Youth Association Office: 3229 N Elm St, Fort Worth, TX 76106

Q1-Q3:

First Friday and Third Saturday of each month

Q4:

First Friday of each month

Describe the Mentoring services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:

Q1-Q4:

DHNS Youth Association will provide mentoring services to youth in 76106 and 76164 through the SOAR Mentoring program. The SOAR Mentoring program will utilize a community-based group mentoring program model focused on career awareness and exploration.

SOAR Mentoring activities and mentor training will reflect the developmental needs of participating youth and consider their pre-existing personal and socio-environmental characteristics (e.g., academic preparation, previous trauma, family support, and violence). Research has shown better outcomes for youth who have expressed interest in related fields, pointing to the importance of screening and matching youth with appropriate experiences and mentors. Given the target youth population, mentor matches will include a focus on matching youth participants with culturally diverse mentors in indicated fields of interest. Mentor training will include US Soccer Foundation's Coach-Mentor online training, as well as in-person training provided by program staff. Mentors will be provided with Discovering the Possibilities: "C" ing Your Future resource guide that connects mentees to online resources and activities to help them explore their interests, navigate career options, and plan for college. Mentors will be required to commit to a one year term of service during which they will meet with their mentee twice per month during the school year and once

CYD PROJECT WORK PLAN

per month during the summer months. Attached is the mentor and mentee agreement. This agreement will be signed during the first mentoring meeting and includes:

- (1) Confidentiality: All information and content shared between Mentor and Mentee shall be confidential.
- (2) Expectations: It is expected that the Mentor will provide educational and developmental advice and guidance, and both parties will work together to identify the Mentee's personal and professional goals, as well as developing a plan for achieving those goals. It is also expected that Mentors and Mentees will follow all expectations that are established between the Mentor and Mentee.
- (3) Meetings: The Mentee and Mentor will meet and talk at least twice per month during the school year and once per month during the summer at a time and at a place that is mutually agreed upon. Meeting times, once agreed, should not be cancelled unless this is unavoidable. Meetings that are cancelled should be rescheduled. At the end of each meeting, we will agree on a date for the next meeting.
- (4) Length of Relationship: Mentoring relationships vary in length depending on circumstances. Our goal is to maintain our relationship for one year. However, either party has the option of discontinuing the relationship for any reason provided the terminating party notifies the other.
- (5) Additional Agreements: Mentor and Mentee roles. The Mentor agrees to be honest and provide constructive feedback while sharing insight on their own experiences as well. The Mentee agrees to be open to feedback that the Mentor shares and will respect the insight and experiences shared by the Mentor.

The SOAR Mentoring program will provide youth with positive adult interaction that exposes them to new experiences, fosters increased confidence, and encourages career exploration and personal growth opportunities. Mentor training will focus on improving attitudes towards college and careers, including increased interest and engagement in athletics and recreation careers; positive self-perception and sense of belonging in a field of interest; and positive academic and future orientation. In addition, exposure to new career ideas will help youth find their "sparks," which are activities, passions, and interests that are important to them. Program practice decisions will be informed by available guidelines and research from Elements of Effective Practice for Mentoring, which provides recommended standards and benchmarks.

Mentoring will be provided by volunteers. DHNS Youth Association has six volunteers who will provide mentoring to small groups of youth (maximum four youth per mentor). The six volunteers provide coaching for the organization and work in the athletic field. They own athletic facilities, and they volunteer as coaches and provide athletic services to the organization. The mentors commit to the program for one year. Volunteers will receive recognition for their time and efforts. Volunteer mentors will be recruited based on their career track. Volunteer mentors will be invited to submit an online volunteer application to begin the background screening process.

DHNS Youth Association will identify youth for mentoring by surveying the youth already receiving additional CYD services (YLD, PHSR, and Sports and Movement) to gauge their interest in the mentoring program and the athletic and recreation field. A total of twenty-four youth will participate in the mentoring program.

The Program Director will manage the mentoring program. The average time to vet a volunteer mentor is approximately three weeks, which includes the application process, background checks, and training. The Program Director will provide ongoing support and resources, if necessary, to volunteer mentors. Volunteer mentors will have a private text communication channel that will allow them to exchange ideas and tips with other volunteer mentors.

At the conclusion of the service term, volunteer mentors and mentees will be invited to a social event to mark the end of the mentorship experience. This mentor/mentee relationship closes at this point. The mentor and mentee will be invited to register for mentoring services for an additional one-year term if they desire.

Parents and caregivers play an integral role in the success of DHNS Youth programs. All participating youth are

CYD PROJECT WORK PLAN

required to have a least one parent or guardian attend an orientation meeting. During this orientation meeting, parents are informed of the program expectations. Parents will also be required to maintain a current phone number and email address with program staff to ensure that they receive monthly text and email communications.

Parent engagement strategies include:

- Mandatory program orientation meetings
- Monthly text and email communication with parents

Please list any differences in how Mentoring services will be provided in Q1-Q3 vs. Q4, if any: N/A

What is the adult mentor to Youth mentee ratio: 1:4

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Other adult relationships

Empowerment – Community values Youth

Boundaries & Expectations – Adult role models

Boundaries & Expectations – High expectations

Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation

Positive Values – Integrity

Positive Values – Honesty

Positive Values – Responsibility

Positive Values – Restraint

Social Competencies – Planning and decision-making

Social Competencies – Interpersonal competence

Social Competencies – Resistance skills

Social Competencies – Peaceful conflict resolution

Positive Identity – Personal power

Positive Identity – Self-esteem

Positive Identity – Sense of purpose

Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with Mentoring program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:

CYD PROJECT WORK PLAN

☒ Males ☒ Females	☐ 6-9 years of age ☒ 10-17 years of age
Race/Ethnicity: All	Grades Targeted: 6 th -12 th

YOUTH LEADERSHIP DEVELOPMENT (YLD)

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:

Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106

First and Third Tuesdays: 4:30 p.m. – 6:30 p.m.

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106

Every other Thursday: 4:30 p.m. – 6:30 p.m.

Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Thursdays: 4:30 p.m. – 6:30 p.m.

Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as Attachment D-1 Scope and Sequence.

DHNS Youth Association will provide Youth Leadership Development (YLD) programming to youth in 76106 and 76164.

Utilizing Positive Coaching Alliance and Positive Action YLD curriculum and resources, DHNS Youth Association will provide valuable YLD programming that will benefit youth in their classrooms, their communities and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature Youth Leadership Development programming, in conjunction with PHSR programming, in interactive, small group learning sessions. There are a total of twelve sessions in the curriculum.

The SOAR in Action YLD programming focuses on preparing youth to face life challenges and barriers through a series of small group, interactive activities that help them to develop leadership skills, such as conflict resolution, positive and productive communication skills, goal setting, teambuilding, and empowerment. Youth will actively participate in small group discussions and will practice applying the tools to real situations. Youth will take away tangible tools and tips to contribute to an empathetic environment. As part of the SOAR in Action YLD programming, youth participants will engage in annual service-learning projects in the community, ranging from hosting a sports camp for younger kids to planning a canned food drive for the local food bank.

Positive Action Curriculum will be used for Leadership skills classes:

Positive Action Curriculum is based on the intuitive philosophy that we feel good about ourselves when we do positive actions. The Thoughts-Actions-Feelings Circle (TAF) illustrates how this works in life: our thoughts lead to actions and those actions lead to feelings about ourselves which in turn lead to more thoughts. When this circle is negative, students do not want to learn. When this cycle is positive, students want to learn. The essence of the program is to

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emphasize those actions that promote a healthy and positive cycle. The Positive Action program works through these concepts in a systematic way.

Each lesson will directly relate to the YLD Elements of Leadership Knowledge, Leadership Skills Building, and Leadership in Action.

- Leadership Knowledge: youth will be enabled to recognize their values and strengths and prepare for leadership with confidence; improve leadership effectiveness and awareness of outside influences; align the leader-follower relationship; and increase their effectiveness and productivity as a leader.
- Leadership Skill Building: youth will be encouraged to prioritize goals and promote self-accountability in leadership; build emotional intelligence and empathy skills as a leader; foster growth mindset and improve focus and direction as a leader; employ active listening skills, empathy and negotiation techniques as a leader; increase efficiency and influence as a leader; grow problem-solving skills and overcome adversity as a leader; and increase visibility and enhance influence in leadership.
- Leadership in Action: youth will put communication, problem-solving and leadership skills to use in real life scenarios through community action projects/service learning.

Describe how the three YLD elements will be incorporated into your program design.

1. Leadership knowledge

Youth will learn and gain knowledge from experienced coach-mentors with a focus on the development of leadership skills.

2. Leadership skill building

Youth will recognize and discover their own strengths and growth opportunities through interactive role playing, as well as community and career exploration.

3. Leadership in action

Youth will put their leadership skills into practice, make decisions and lead projects in collaboration with other youth mentees and coach-mentors.

Please list any differences in how the incorporation of YLD elements will differ in Q1-Q3 and Q4, if any:

N/A

Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:

Q1-Q4:

YLD participants will practice their leadership skills by leading, planning and implementing an annual service-learning project in the community.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Positive family communication (Family & Primary Caregiver Engagement)

Support – Other adult relationships

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Support – Parent involvement (Family & Primary Caregiver Engagement)
 Empowerment – Community values Youth
 Empowerment – Service to others
 Boundaries & Expectations – Adult role models
 Boundaries & Expectations – High expectations
 Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation
 Positive Values – Caring
 Positive Values – Integrity
 Positive Values – Responsibility
 Social Competencies – Planning and decision-making
 Social Competencies – Interpersonal competence
 Social Competencies – Cultural competence
 Social Competencies – Peaceful conflict resolution
 Positive Identity – Personal power
 Positive Identity – Self-esteem
 Positive Identity – Sense of purpose
 Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with YLD program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:

☒ Males ☒ Females

☐ 6-9 years of age ☒ 10-17 years of age

Race/Ethnicity: All

Grades Targeted: 6th – 12th

POST HIGH SCHOOL READINESS (PSHR)

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:

Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106

First and Third Tuesdays: 4:30 p.m. – 6:30 p.m.

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Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106
Every other Thursday: 4:30 p.m. – 6:30 p.m.

Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106
Thursdays: 4:30 p.m. – 6:30 p.m.

Check all that apply:

- ☒ Career exploration and workforce readiness ☐ College readiness ☐ Curriculum-Based Life Skills
☒ Life Skills Non-Curriculum ☐ Other: _____

Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:

DHNS Youth Association will provide Post High School Readiness (PHSR) programming to youth in 76106 and 76164.

Q1-Q4:

Utilizing Positive Coaching Alliance resources and Soccer for Success life skills curriculum, DHNS Youth Association will provide valuable PHSR programming that will benefit youth in their classrooms, their communities, and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature PHSR programming, in conjunction with YLD programming, in interactive, small group learning sessions. The PHSR curriculum focuses heavily on helping students identify goals related to their future and realize the steps they need to take in order to achieve them. The modules encourage students to learn about themselves and to apply that knowledge to an exploration of possible careers.

The SOAR in Action program provides a safe space for youth to engage in career exploration and workforce readiness. The program will focus on opportunities within the athletics and recreation industry, featuring guest speakers from the field, sports certification options, interview preparation, resume writing, and other career-related programming. Participants will also be given an opportunity to virtually shadow career professionals for a day, earn a referee certification (14 years and older) for a particular sport, and explore college environments. Students will experience speakers to talk about their careers and demonstrate their job duties. Virtual options may be utilized if necessary. College tours will also be planned throughout the year. Youth will benefit from these opportunities by learning about different careers and many options for higher learning.

Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments:

Q1-Q4:

The SOAR in Action PSHR programming will provide youth with career awareness and exploration opportunities that will prepare them to manage responsibilities upon entering college and career environments.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Other adult relationships
Empowerment – Community values Youth
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations

CYD PROJECT WORK PLAN

Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation

Positive Values – Integrity

Positive Values – Honesty

Positive Values – Responsibility

Social Competencies – Planning and decision-making

Social Competencies – Interpersonal competence

Social Competencies – Peaceful conflict resolution

Positive Identity – Personal power

Positive Identity – Self-esteem

Positive Identity – Sense of purpose

Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with PHSR program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Field trip expenses are not in the CYD budget for FY25.

College/university tours will help youth identify schools to attend, degree offerings, financial aid, housing options, and campus life.

Q1-Q4: Dates TBD

Texas Christian University: 2800 South University Dr., Fort Worth, TX 76109

University of North Texas: 1155 Union Circle, Denton, TX 76203

Midwestern State University: 3410 Taft Blvd., Wichita Falls, TX 76308

Youth Population to be served:☒ Males ☒ Females☐ 6-9 years of age ☒ 10-17 years of age**Race/Ethnicity:** All**Grades Targeted:** 6th – 12th**ANCILLARY PROGRAMMING (Add Sections as Necessary)****ANCILLARY****Programming Period Q1-Q3:** From: October 15, 2024 To: May 31, 2025**Programming Period Q4:** From: June 1, 2025 To: August 31, 2025**All addresses (locations) where services will be provided, (please use full address):****Q1-Q4:**

CYD PROJECT WORK PLAN

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106 and/or
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Q1-Q3:

Tuesdays and Thursdays: 6:30 p.m. – 8:00 p.m. (Practices)

Saturdays: 12:00 p.m. – 4:00 p.m. (Games)

Q4:

Sundays: 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices for one hour and Games for one hour)

Check all that apply

- ☐ Youth-Based Curriculum ☐ Family-Based Curriculum Class ☒ Sports and Movement ☐ Academic Support
☐ Family Focused Activity ☐ Arts and Cultural Enrichment ☐ Service Planning and Coordination

Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately.

DHNS Youth Association will provide Sports and Movement services through the Sports for Success program to 76106 and 76164 youth. Sports for Success programming will be held at Diamond Hill-Jarvis High School and Diamond Hill Community Center.

Youth sports programming provides youth with an opportunity to build their skills, grow their confidence, and learn teamwork in a positive environment facilitated by a coach-mentor. Rooted in positive youth development, Sports for Success programs help youth build skills and healthy relationships with themselves and others. Our programs align with USA Football, USA Basketball, and US Soccer Foundation curriculum, which support the 40 Developmental Assets that have been shown to produce positive outcomes for youth.

Q1-Q3:

Sports for Success programming includes youth football, youth basketball, youth baseball, and youth softball. These programs are offered outside of school time.

Q4:

Sports for Success programming includes 7v7 youth football and youth soccer. These programs are offered outside of school time.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Other adult relationships
Boundaries & Expectations – Adult role models
Boundaries & Expectations – Positive peer influence
Boundaries & Expectations – High expectations
Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation
Positive Values – Integrity

CYD PROJECT WORK PLAN

Positive Values – Responsibility Social Competencies – Planning and decision-making Social Competencies – Interpersonal competence Positive Identity – Personal power Positive Identity – Sense of purpose	
Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with the program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses. Q1-Q3: N/A Q4: N/A	
Youth Population to be served:	
☒ Males ☒ Females	☐ 6-9 years of age ☒ 10-17 years of age
Race/Ethnicity: All	Grades Targeted: 6 th – 12 th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

Please outline your plan for how families and primary caregivers will be engaged in the CYD program.

What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

Parents and caregivers play an integral role in the success of DHNS youth programs. DHNS Youth Association will host two annual social events for parents, youth, and families to engage with each other and program staff and celebrate program milestones.

Please detail the timeline for implementing your plan and strategies as described above.

Quarter 2:

- In December 2024, we will host Family Bowling Social. Topic: Family Communication. The objective is to reinforce positive communication and teamwork among parents/caregivers and youth and demonstrate healthy relationship building. This activity ties into the YLD session on social skills and positive communication.
- In February 2025, we will host Positive Ways to Deal with Stress workshop and yoga session. Topic: Positive Ways to Deal with Stress. The objective is to offer parents/caregivers and youth a healthy way to deal with stress by introducing them to movement, mindfulness, and medication. This workshop and activity ties to the YLD session on positive actions for your body and mind.

Quarter 3:

- In April 2025, we will host Picture Your Future College and Career Family Night. Topic: Picture Your Future. The objective is to provide parents/caregivers with college and career resources, goal setting mini-sessions, and offer family photo sessions using college and career-related props. This activity ties to the PHSR programming on college and career opportunities and YLD session on goal setting.

Quarter 4:

CYD PROJECT WORK PLAN

- In August 2025, we will host Community Connections activity. Topic: Community Connections. The objective is to encourage parents/caregivers and youth to volunteer together and alongside other families in a community service-learning project. This activity ties to the YLD community connections project.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS

Please briefly describe how all funded evidence-based or promising programs will be implemented.

Provide **Exhibit F: PEI Evidence-Based Ranking Tool** and label as **Attachment D-2: PEI Evidence-Based Ranking Tool**

Applicant provides documentation of evidence-base, research or information on each proposed program with a curriculum by completing the PEI Evidence-Based Program Ranking Tool.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

CURRICULUMS

Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Positive Coaching Alliance	Youth Leadership Development	https://positivecoach.org/training/workshops/	
US Soccer Foundation	Sports for Success	https://ussoccerfoundation.org/after-school-program/	
Positive Action	Youth Leadership Development	https://www.positiveaction.net/primer	

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?

Our organization has the experience and capacity to engage youth and families virtually should it become necessary.

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders

For each Program Component able to be provided virtually, describe any variations or modifications.

All Mentoring, Youth Leadership Development, and Post-High School Readiness programming can be implemented virtually via Zoom, if necessary. The Sports and Movement programming can be shifted to an eSports platform, if virtual programming is necessary.

CYD PROJECT WORK PLAN

PROGRAM IMPLEMENTATION

Please describe in detail how program will be implemented under this Grant Agreement

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

Upon signing a contractual agreement, DHNS Youth Association would utilize our existing Program Director and Program Coordinator to help hire, onboard, and train two Youth Development Specialists. Our Board Finance Committee will engage in hiring of a Grant Administrator. Each of these roles are integral in successfully implementing the program. DHNS Youth Association would be able to publicize and market the program quickly as we have an existing database of youth participants, parents, and community partners. We anticipate being able to recruit and enroll youth participants within the first thirty to sixty days of the agreement.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

Recruitment will be accomplished by reaching out to youth in the target areas who are current or past participants of our youth sports programs. Recruitment will also be accomplished through campus visits, after school club visits, and attending community events. Word-of-mouth, promotional flyers, and social media advertising will also significantly support recruitment efforts.

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.

We anticipate the following barriers to engagement and participation: language and cultural barriers, and limited time availability for working youth. Having worked with the target population for over a decade, DHNS Youth Association is ready to address and alleviate these barriers by having bilingual (Spanish-speaking) staff and offering programming at times and locations that are most convenient to targeted youth.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

DHNS Youth Association will provide programming on school campuses and at the local community centers within the target community, which greatly increases accessibility to our programming. Most programming is conducted immediately after school to meet the needs of local youth.

Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.

Programming will be offered at target campuses to make it more accessible for youth. Transportation may be provided by parents, public transportation, and/or walking to program sites. Staff will ensure that participants have a safe plan to access the program and return home.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.

DHNS Youth Association programs are focused on prevention and will provide youth with the tools and resources to avoid involvement in juvenile delinquency, crime, substance abuse, violence, and other detrimental behaviors. Furthermore, our programs will provide youth with positive activities, role models, and skills to develop into productive, independent adults.

Describe any established community partners (including program sites, Youth referrals, special events, etc.).

DHNS Youth Association has long-standing community partnerships with program sites and often collaborates with Diamond Hill Community Center and Fort Worth ISD schools. We have co-hosted the Diamond Hill Back to School Resource Fair in collaboration with Diamond Hill Community Center and Diamond Hill-Jarvis High School (Fort Worth ISD) for the past six years.

CYD PROJECT WORK PLAN

In addition, DHNS Youth Association has a strong partnership with Fort Worth Police Department (Northwest Division) and Fort Worth Police Athletic League, having collaborated to offer youth sports programming and police engagement activities, such as Paletas with Police, in the past. DHNS Youth Association has recently established a partnership with The Parenting Center to collaborate on parent education workshops hosted in the community for parents and caregivers during youth sports practices. Other community partners include Blue Zones Fort Worth (now Texas Health) and Aetna Better Health.
Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.
DHNS Youth Association staff will utilize parent meetings and pre-screening events for intake and assessment. CYD registration forms will be completed by all youth enrolled in the program annually. CYD eligibility forms will be completed by staff with information from all available sources. Our current online registration process allows for increased efficiency and communication with parents.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
DHNS Youth Association will follow all HHSC policies and procedures and utilize assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth upon enrolling in the program. Post-surveys will be completed when youth exit the program or at the end of the year.
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Complimentary participation in youth sports programming (Sports for Success) is an incentive in itself. Offering free participation for youth sports programming will support retention efforts and also improve the access gap in youth sports. Participants will be retained in the program through fostering strong bonds with staff and coach-mentors, as well as teammates. Our current youth sports program has high retention rates, with many youth participants enrolled in our programs over a six-to-eight-year time span. As part of our participant retention plan, staff will contact youth directly and reach out to parents when youth begin to miss programming.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
DHNS Youth Association will properly document the referral process once a staff member identifies a concern regarding a youth participant. Potentially, a meeting with the youth participant and parent will be scheduled to discuss strategies for support. When referrals are made, staff will follow up to ensure that the youth was able to access the service. Referrals to other programs and providers will be tracked in the youth participant's file.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
The Program Director is responsible for managing program documentation. Program attendance and participation will be recorded using our electronic check-in system. Staff will follow a designated data collection and reporting process designed to protect the confidentiality of youth and identify program effectiveness. Participant files, including intake forms, report cards, pre-surveys and post-surveys, will be stored electronically. Staff will also track, monitor, and report performance measures as outlined by the grant contract.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.

CYD PROJECT WORK PLAN

DHNS Youth Association will follow HHSC regulations for CYD reporting and case closure. When appropriate, staff will meet with parents to inquire about any additional service needs and make referrals as needed. Youth will be encouraged to participate in the program as long as possible. When the school year ends, campus-based program sites will be transitioned to the nearby community center for easy access by youth.
Outline plans to sustain programming beyond the five-year Period of Performance.
DHNS Youth Association Board and staff continuously pursue funding opportunities to ensure our program's continuation. Other funding sources, such as private foundation and CCPD program grants, are periodically available within our local area and target population. Our organization has already seen success in securing grant funding from local sources.
Are program offerings listed on 2-1-1 current?
☒ YES or ☐ NO

ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.
DHNS Youth Association takes pride in being an inclusive and diverse organization that serves a diverse demographic of youth and families. We review curriculum and resources to ensure that our programs are culturally relevant and appropriate. Our staff undergoes cultural competency training annually. We also celebrate the diversity of our community by participating in local cultural events, including our local neighborhood Juneteenth celebration.
Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.
DHNS Youth Association employs ethnically diverse program staff to ensure the staff is representative of the youth and community being served. Our board of directors is made up directly of parents, caregivers, community members, and residents of the communities that we serve to ensure appropriate representation. Our current board is made up of three women and two men; with 80% Hispanic/Latino representation and 20% African American/Black representation to closely align with the demographics that we serve. We will intentionally continue our efforts to be an inclusive organization that serves youth and families.

PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:
N/A
Provide the following attachment(s):
▪ Agency organization chart for the agency that shows how the CYD program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as <u>Attachment D-3: Agency Org Chart.</u> ▪ CYD Program Chart should include all staff and volunteers funded by CYD and clearly show lines of reporting and supervision. Label as <u>Attachment D-4: CYD Program Chart.</u>

CYD PROJECT WORK PLAN

▪ CYD Job Descriptions should include all staff positions funded by CYD. Label as <u>Attachment D-5: CYD Job Descriptions.</u>
Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.
DHNS Youth Association will intentionally recruit staff with diverse backgrounds and experiences to support positive youth development. Staff members should be at least 18 years of age, have a High School Diploma or GED, and one year of experience working with youth. Experience supervising staff may be required for leadership positions. Part-time positions require at least one year experience working directly with youth. All staff will have a background check, complete cultural competency training, and participate in ongoing youth development training.
<u>The staffing structure for the project will include:</u> Program Director (0.57 FTE) Program Coordinator (0.57 FTE) Two (2) Youth Development Specialists (0.69 FTE) Grant Administrator (0.29 FTE)
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.
The Program Director, which reports directly to the Board, will oversee all program implementation. Under the Program Director's direct supervision will be a Program Coordinator, who will supervise and manage two Youth Development Specialists. The Grant Administrator associated with this project will report directly to the Board Finance Committee. This structure is outlined in Attachment D4.
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.
Some volunteers will be utilized as coach-mentors for youth sports and movement programming. Volunteer coach-mentors are required to participate in a Positive Coaching Alliance youth development training workshop and must pass a background check. Volunteer coach-mentors are supervised by the Program Director. Often times, volunteer coach-mentors are parents/caregivers that wish to volunteer their time and skills to teach youth sports. Volunteer coach-mentors assist in coaching youth sports at practices and games and lead sports drills, draft plays, and ensure player participation.
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.
The Program Director and Board of Directors will ensure consistency and continuity during any staff transition. New employees will participate in new employee orientation and learn about the organization and program implementation. Staff is required to attend periodic training throughout the year to improve best practices in program delivery.
Describe your organization's policies and procedures for reviewing case files for quality and completeness.
Quarterly staff and board review of documents will be completed for accuracy. The Program Director and Grant Administrator will oversee the monthly reports and reviews.
Describe your process for tracking all training for staff, and the position(s) responsible for tracking.
The Program Director is responsible for tracking staff training and ensuring it is recorded appropriately. Copies of certifications or other training documentation will be maintained in staff files.
List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

CYD PROJECT WORK PLAN

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation Title: Employee Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	First week of employment
Type: CYD Orientation Title: Annual CYD Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	Annually
Type: Youth Development Training Series Title: Texas Youth Action Network (Public Policy Research Institute)	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☒ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☒ Self-guided	Quarterly
Type: Youth Leadership Development Title: Positive Coaching Alliance Character & Leadership Development Program and Positive Action Curriculum	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☒ In-person consultant ☐ By supervisor/staff ☒ Webinar ☒ Self-guided	Quarterly
Type: Cultural Humility Title: Cultural Humility	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☒ Webinar ☐ Self-guided	Annually

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

DHNS Youth Association collects and reviews internal data annually to ensure that programs are meeting youth needs within our community. Our organization utilizes Hello Insight, an automated evaluation program, to measure program outcomes, including youth leadership and action, career readiness, and sports-related SEL (i.e. goal orientation, self-confidence, positive identity, self-management). Hello Insight allows our organization to access pre-built surveys, predictive analytics, and automated reports that can be used to inform and improve programming.

CYD PROJECT WORK PLAN

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

DHNS Youth Association has established a grant administration and compliance process under the oversight of our Board Treasurer, Rachel Martinez, and Board Finance Committee. Upon being awarded a grant, our Board Finance Committee establishes a monthly meeting cadence with our Program Director to review spending, compile data and reports, monitor outcomes, and ensure that all contractual requirements are met.

Our Board Treasurer has previous experience in managing and administering grant funds for other nonprofit organizations within Tarrant County. In addition, DHNS Youth Association has experience in managing and administering grant funds from Fort Worth Police Department Crime Control and Prevention District (CCPD), North Texas Community Foundation, Community Foundation of Texas, Heisman Trophy Youth Development Fund, VELA Education Fund and Sodexo Stop Hunger Foundation, as well as experience in management and administration of multiple AmeriCorps VISTA members.

Describe the quality assurance procedures you have in place.

DHNS Youth Association has adopted Standard Operating Procedures and has put Internal Control & Procurement Policies in place that address quality assurance procedures.

LOG OF ATTACHMENTS

Add additional rows as needed

Name of attachment	Provided	Notes:
Attachment D-1: YLD Scope and Sequence	☒ YES or ☐ NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	☒ YES or ☐ NO	
Attachment D-3: Agency Org Chart	☒ YES or ☐ NO	
Attachment D-4: CYD Program Chart	☒ YES or ☐ NO	
Attachment D-5: CYD Job Descriptions	☒ YES or ☐ NO	

40 DEVELOPMENTAL ASSETS**EXTERNAL ASSETS**

Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety

CYD PROJECT WORK PLAN

Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Exhibit P: EXPENDITURE PROPOSAL**Budget for Grant Contracts****SUMMARY**

Grantee:	Tarrant County
Subgrantee:	Diamond Hill North Side Youth Association
Contract Number:	HHS000841700005
Agency ID:	24821479
Contract Budget Period:	10/15/2024 - 08/31/2025
PEI Program:	Community Youth Development (CYD)

Cost Categories	Reimbursable
(1A) Personnel - Salaries	\$67,880.00
(1B) Personnel - Fringe Benefits	\$5,192.82
(2) Travel	\$0.00
(3) Supplies and Controlled Assets	\$0.00
(4) Capital Equipment (greater than \$5K)	\$0.00
(5) Other Costs	\$8,925.21
Indirect Costs	\$0.00
TOTAL	\$81,998.03

Certified By (Name):	Roxanne Martinez
Title:	President

Signature : Roxanne MartinezDate : 09/16/2024

FY 2025 Budget

Subgrantee: Diamond Hill North Side Youth Association

PEI Program: CYD

Total Budget: \$81,998.03

Contract Budget Period: 10/15/2024 to 08/31/2025

Budget Preparer: Roxanne Martinez

Certifying Approver: Roxanne Martinez

PERSONNEL - SALARIES	CYD Contract Budget	Methodology for Contract Budget Narrative	Allocations			
			Total Salary	# Employees	% Time Allocated to CYD Contract	Number of months on contract
Program Director (FTE)	25,000.00	Salary: 4,166.67/month @ 57% CYD time x 10.5 months = \$25,000.00. Role Description: Facilitates programming, scheduling, and reporting; hires, supervises, and trains program staff; conducts compliance reviews; and compiles reports.	\$ 50,000.00	1.00	57%	10.5
Program Coordinator (FTE)	18,000.00	Salary: 3,000.00/month @ 57% CYD time x 10.5 months = \$18,000.00. Role Description: Plans, implements, and coordinates youth programs; provides staff training; and assists Program Director as needed.	\$ 36,000.00	1.00	57%	10.5
Youth Development Specialist #1 (PT)	9,240.00	Hourly: \$22.00/hour x 58.3333 hours/month @ 69% CYD time x 10.5 months = \$9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.	\$ 15,400.00	1.00	69%	10.5
Youth Development Specialist #2 (PT)	9,240.00	Hourly: \$22.00/hour x 58.3333 hours/month @ 69% CYD time x 10.5 months = \$9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.	\$ 15,400.00	1.00	69%	10.5
Grant Administrator (FTE)	6,400.00	Salary: \$2,133.33/month @ 29% CYD time x 10.5 months = \$6,400.00. Role Description: Inputs, compiles, and manages data; drafts and completes grant reports and reviews; and ensures compliance with grant requirements.	\$ 25,600.00	1.00	29%	10.5
Total	\$ 67,880.00		\$ 142,400.00			

PERSONNEL - FRINGE	CYD Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	5,192.82	\$67,880.00 Total Salaries @ 7.65% FICA = \$5,192.82
State Unemployment Tax Act (SUTA)	-	
Retirement	-	
Insurance- Medical	-	
Insurance- Dental	-	
Insurance- Vision	-	
Insurance- Worker's Compensation	-	
Insurance- Unemployment	-	
Short-Term Disability	-	
Long-Term Disability	-	
Life Insurance	-	
Other Fringe	-	
Total	\$ 5,192.82	

TRAVEL	CYD Contract Budget	Methodology for Contract Budget Narrative
Mileage	-	
Airfare	-	
Meals	-	
Lodging	-	
Miscellaneous Transportation	-	
Total	\$ -	

SUPPLIES and CONTROLLED ASSETS	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$ -	

CAPITAL EQUIPMENT (greater than \$5K)	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$ -	

OTHER COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
Facility Rentals	5,115.21	Diamond Hill Community Center Rental Fees: (Mentoring Program: \$50.00/hour x 12 sessions = \$600.00) + (Sports & Movement: \$75.00/hour x 6 hours/week x 32 sessions = \$14,400.00) + (Family Social Event: \$55.00/hour x 5 hours = \$275.00) + (Parent/Student Workshop: \$35.00 x 3 hours = \$105.00) = \$15,380.00. Requesting reimbursement of \$15,380.00 @ 33% = \$5,115.21
Positive Coaching Alliance (Annual Membership)	2,500.00	Annual membership fee for Positive Coaching Alliance = \$2,500.00. Full cost for the youth leadership curriculum and resources.
Positive Action (Middle School Combo)	1,310.00	Positive Action (Middle School Combo). One-time full cost for youth leadership curriculum bundle, activities, and resources (304 Lessons, 29 Posters, 91 Activity Sheets, 100's of other manipulatives, Free access to: Digital resources, Music Library, Online family content). These lessons/activities will be used for YLD classes.
Total	\$ 8,925.21	

INDIRECT COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
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Indirect Costs	\$	-	
Total	\$	-	

TOTAL FY25 BUDGET	CYD Contract Budget
Total	\$ 81,998.03



Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Roxanne Martinez, President	(Name)
Diamond Hill North Side Youth Association	(Company)
PO Box 162253	(Address)
Fort Worth, Texas 76106	(Address)
FS4DE8KRJFY7	(Unique Entity ID)

PHONE 817-809-8244
EMAIL info@dhnsyouth.org

Roxanne Martinez

Signature _____ 9/16/2024 _____ Date

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

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

Diamond Hill North Side Youth Association
Fort Worth, TX United States

Certificate Number:
2024-1215371

Date Filed:
09/17/2024

Date Acknowledged:

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

Tarrant County

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.

HHS000841700005

Success and Opportunities in Athletics and Recreation and Sports for Success program services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martinez, Roxanne	Fort Worth, TX United States	X	
	Earle, Quyn-ton	Fort Worth, TX United States	X	
	Martinez, Rachel	Fort Worth, TX United States	X	
	Cerda, Bianca	Fort Worth, TX United States	X	
	Gonzalez, Alfredo	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Roxanne Martinez, and my date of birth is 06/27/1980.

My address is 3624 N Pecan, Fort Worth TX 76106
(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 17 day of September, 2024.
(month) (year)

Roxanne Martinez

Signature of authorized agent of contracting business entity
(Declarant)

Federal Award Information Form (Q-5)

1	Subrecipient Name	Diamond Hill North Side Youth Association
2	Subrecipient Unique Entity ID	FS4DE8KRJFY7
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	\$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$81,998.03 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: Community Youth Development (CYD), Contract (Grant) Number: HHS000841700005, Agency ID: 24821479 [Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Roxanne Martinez Signature of Certifying Person

Roxanne Martinez Printed Name of Certifying Person

President Title of Certifying Person

Diamond Hill North Side Youth Association Name of Vendor Company/Organization

9/16/2024 Date Certified

09242024

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF

AVAILABLE FUNDS: \$ 81,998.03

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.

Consideration of Fiscal Year 2025 Community Service Provider Subrecipient Contract with Diamond Hill North Side Youth Association for the Provision of Success and Opportunities in Athletics and Recreation and Sports for Success Program Services through the Texas Health and Human Services Commission Family Support Services Community Youth Development Program

SIGNED AND EXECUTED this <#MeetingDateLong#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a stylized flourish at the end.

Tim O'Hare
County Judge
10/16/2024

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

- 1.1 Texas Health and Human Services Commission ("Texas Lead Agency") allocates funds for Community Youth Development services by distribution through a local lead agency.
- 1.2 Texas Lead Agency designates Tarrant County ("County") as the local Lead Agency.
- 1.3 County subcontracts with community based service providers to deliver services in accord with the directives of Texas Lead Agency.
- 1.4 The 74th Regular Legislative Session, in House Bill 327, created the Community Youth Development Grant by adding Section 16 of Article 4413 (503), V.T.C.S..
- 1.5 The goal of the CYD program is to assist communities, identified by a high incidence of juvenile crime, in alleviating family and community conditions that lead to juvenile crime. In that effort, the County will subcontract with the Service Provider to provide youth and family services to the 76106, 76164, 76112 and 76119 communities.

2. PARTIES TO CONTRACT

Tarrant County ("County") and Diamond Hill North Side Youth Association ("Service Provider") agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

- 3.1 The Service Provider must provide services in accordance with the Project Work Plan (Attachment Q-1). Attachment Q-1 may not be amended without the written prior approval of the County.
- 3.2 County will conduct quarterly reviews of the work of the Service Provider. If the County requests, the Service Provider must provide a written Corrective Action Plan (CAP) detailing actions that will be taken to meet the deficiencies identified in the quarterly review.
- 3.3 Service Provider acknowledges receipt of a copy of the contract between the County and the Texas Lead Agency (Contract # HHS000841700005 / Agency ID # 24821479). Service Provider agrees to abide by all the terms of that contract that may in any way be applicable to it in its performance of its services.
- 3.4 Service Provider will cooperate fully in any review conducted by the County or its authorized representatives related to services provided under this contract. The County has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Service Provider, including all information related to any services provided under this contract or billed to the County. The Service Provider will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by the County or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by the County. Acceptance of funds under this contract acts as acceptance of the authority of the County, Texas Lead Agency, State Auditor's Office, Texas Health and Human Services Commission (HHSC) Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract.

4. TERM

The term of this contract will commence on October 15, 2024 and end August 31, 2025.

5. GOVERNING LAW

- 5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.
- 5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:
- A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - 2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - 5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - 6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
 - 7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
 - B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.
 - C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.
 - D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States

Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- F. Upon request, Service Provider will provide HHSC Civil Rights Office with copies of all of Service Provider's civil rights policies and procedures.
- G. Service Provider must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

- H. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
- I. Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.
- J. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and Texas Lead Agency.
- K. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.).
- L. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued related to the Energy Policy and Conservation Act (Pub.L.94-163).
- M. The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

5.3 To the extent applicable to this agreement and to the parties, Service Provider must:

- A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.
- B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as 40 Texas Administrative Code (TAC) §§732.240-256 as applicable.

Further, all contractors that are subrecipients and are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations will control in the following order of precedence: 45 CFR, Part 74; 2 CFR 200; UGMS; and 40 TAC §§732.240-256. Service Provider agrees that funds requested in this contract will not be used to replace federal, state or local funding.

- C. Comply with 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).
 - D. Pay applicable state, local, or federal excise taxes. The Service Provider must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Service Provider must comply with all Federal and State tax laws and withholding requirements. The County will not be liable to the Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Service Provider will indemnify the County and pay to the County all costs, penalties, or losses caused by the Service Provider's breach of this section.
 - E. Service Provider has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Service Provider to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date. Service Provider agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Service Provider on "vendor hold," then the County will apply all payments under this contract directly toward eliminating any of the Service Provider's debts or delinquencies to the State of Texas.
 - F. FFATA Reporting. Service Provider must report to the County the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Service Provider is a Subrecipient. No direct payment will be made to Service Provider for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Service Provider's obligations under this Contract. The County may provide written notice to Service Provider of any such change in accordance with this Contract, but such notice will not be a condition precedent to Service Provider's duty to comply with revised OMB reporting requirements.
- 5.4 None of the funds, materials, property or services contributed by the parties under this contract will be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. In addition, none of the funds reimbursed under this contract will be used to pay the salary or the expenses of anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

- 5.5 1295 Compliance. Service Provider acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Q-4, with the Texas Ethics Commission as required by law.
- 5.6 Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the County but no later than the end of the month following the month of a contract award, and annually thereafter, the Service Provider will report the names and total compensation of each of the five most highly compensated executives for the Service Provider's preceding completed fiscal year if, in the Service Provider's preceding fiscal year, the Service Provider received –
- A. Eighty percent (80%) or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - B. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

- 6.1 The HHSC IT Security Policy
- 6.2 Health and Human Services Enterprise Information Security Standards and Guidelines
- 6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28
- 6.4 Texas Human Resources Code, Section 40.005
- 6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053
- 6.6 Texas Family Code, Section 162.018
- 6.7 Texas Family Code, Subchapter C, Sections 261.201-.203
- 6.8 Texas Family Code, Section 264.408
- 6.9 Texas Family Code, Section 264.511
- 6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404
- 6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209
- 6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2

- 6.13 The Federal Information Security Management Act of 2002 (FISMA)
- 6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies
- 6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations
- 6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems
- 6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.
- 6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - A. Service Provider information security policies;
 - B. Service Provider information security procedures;
 - C. Service Provider information security standards;
 - D. Service Provider information security guidelines;
 - E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
 - F. Service Provider security violation reports;
 - G. Service Provider employee security acknowledgement agreements; and
 - H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to HHSC/CYD confidential information.
- 6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.
- 6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
 - B. General Security Controls Audit;
 - C. Application Controls Audit;
 - D. Vulnerability Assessment; and
 - E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

- 7.1 Prior to implementation, any change to the Project Work Plan (Attachment Q-1) must be submitted to the County and approved by the County.

- 7.2 The Service Provider will develop and implement a programmatic and fiscal implementation plan to ensure contract compliance.
- 7.3 The Service Provider must add its services to the region's 2-1-1 Area Information Center where its CYD services are provided within 30 days, and must update its information appropriately within 30 days of any changes in the scope of its CYD program.
- 7.4 The Service Provider will serve youth between the ages of six (6) and seventeen (17) who live in and/or attend school the 76106, 76164, 76112, or 76119 zip codes. The target age range for youth to be served is ten (10) to seventeen (17) years. The total percentage of youth served that are under ten (10) years of age is limited to no more than thirty percent (30%) of the total youth served annually.
- 7.5 The Service Provider guarantees that family members of eligible participants only participate if the service involves the family, including the eligible target youth, with the goal of preventing delinquency of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including fictive kin and a non-custodial parent.
- 7.6 Notice of Funding. The Service Provider will place prominent notices acknowledging the funding it receives from the Texas Lead Agency in all of its literature that describes services covered by this contract. This notice will also appear in Service Provider's annual financial report, if any is issued.
- 7.7 The Service Provider may not use the County or Texas Lead Agency seal in any form or manner without prior written approval. Service Provider also may not use the name of the County or Texas Lead Agency to imply any endorsement, approval, or sponsorship of Service Provider's goods or services by the County or Texas Lead Agency.
- 7.8 The Service Provider will designate a person to serve as the liaison between the Texas Lead Agency, County, and the Community Collaborative Committee. This liaison is expected to attend seventy-five percent (75%) of the approved and scheduled Community Collaborative Committee meetings during the contract term.
- 7.9 The Service Provider will make reasonable efforts to provide services that meet the individual needs of the client. Service Provider will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Service Provider will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Service Provider will provide services in the client's primary language, whether provided directly by Service Provider or through a translator.

8. REPORTS, AUDITS AND RECORD RETENTION

- 8.1 Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Service Provider will fully cooperate with the State Auditor's Office or its successor, including

providing all records requested. Service Provider guarantees by placing appropriate contract provisions in applicable subcontracts that its subcontractors, if any, will fully cooperate in any audit of funds it receives from Service Provider.

- 8.2 Service Provider will provide financial management and control systems that include:
 - A. Accurate, correct and complete payroll;
 - B. Accounting and financial reporting records;
 - C. Cost source documentation;
 - D. Effective internal and budgetary controls;
 - E. Procedures to determine reasonableness, allowability and allocability of costs; and
 - F. Timely and appropriate audits with resolution findings.
- 8.3 Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations while protecting the right of the County to access client case records or other information relating to clients served under this contract. Service Provider will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Service Provider has a duty to protect personal information and to notify all affected parties of any breach of personal information.
- 8.4 The Service Provider will adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow County fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.
- 8.5 The Service Provider will maintain legible copies of this contract and all related documents for a minimum of seven (7) years after contract termination or seven (7) years after the federal fiscal year in which services were provided, whichever is later. If any litigation, claim, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, or audit findings are resolved. The case is resolved when a court issues a final order, and all appeals are exhausted, or the County and Service Provider enter into a written agreement. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods. Service Provider will provide any records and information concerning a child to the County upon request. Service Provider must forward legible records and information to the County within fourteen (14) calendar days. Service Provider will provide any necessary records and information to the County upon verbal request in emergency situations. In emergency situations, Service Provider must submit legible records and information within the specified timeframe. Service Provider must not dispose of records pertaining to children in DFPS conservatorship before providing the department's contract manager written notice of its intent to dispose of records and receiving written approval from the department's contract manager.
- 8.6 The Service Provider will cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Service Provider and subcontractor which may be conducted by the County, Texas Lead Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human

Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

- 8.7 The Service Provider will submit Monthly Reports, Monthly Service Tracking Forms, Monthly Service Attendance Logs, Program Registration Forms, Eligibility for Program Participation Forms, Outcome Surveys, Training Certificates, Annual Self-Evaluation Report, and other requested reports to the County. Monthly reports and forms must be received by the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly reports and forms during the meeting. The Annual Self-Evaluation Report is due within twenty days of the end of the contract term. Monthly and year-end reports must be submitted using the outline provided by the County. The Service Provider will accurately complete or ensure accurate completion of program reports and forms.
- 8.8. Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Service Provider for financial statement purposes or \$5,000.00. The Service Provider will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this contract with funds allocated to the Service Provider or its subcontractor. The Service Provider will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Service Provider will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and maintain a current inventory of that equipment for inspection by the County. Cost reimbursement Service Providers must also follow the following guidelines when contracting with the County.
- A. Cost reimbursement Service Providers must add certain types of equipment items that are classified as “controlled assets” as designated in the Comptroller’s State Property Accounting (SPA) Process User’s Guide, available on the Internet, to their inventory. Service Providers should review the SPA guide periodically for the most current list.
 - B. All cost reimbursement Service Providers must follow the American Hospital Association’s (AHA) “Estimated Useful Lives of Depreciable Hospital Assets” for equipment disposition purposes, except when federal or statutory requirements supersede.
 - C. Service Providers must request County approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
 - D. Any change to the equipment category in a cost reimbursement budget will require prior approval from the County.
- 8.9 All participant records are the property of Service Provider. Confidentiality of participants' records will be maintained at all times as required by law and the terms of this contract. Service Provider will have a system in effect to protect from inappropriate disclosure of participant records and all other documents deemed confidential by law, which are maintained in connection with the activities funded under this contract. Any disclosure of confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.
- 8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial

and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.

- 8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.
- A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
 - B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
 - C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
 - D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
 - E. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this contract.
- 8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.
- 8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are

required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

- 9.1 Notify the County immediately and in advance of any significant change affecting the Service Provider or this contract, including but not limited to, change of Service Provider's name or identity, ownership, control, governing board membership, key personnel, payee identification number, or any problem or potential problem associated with performance or services. Service Provider will also provide the County with any documentation or information related to a notification provided for under this section. Service Provider will also notify the County of any lawsuit brought against Service Provider related to the services provided for in this contract. Unless otherwise noted in this contract, Service Provider will provide all notices in writing to the County within ten (10) working days.
- 9.2 Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the County. County has complete discretion to disapprove this request and to attach whatever provisions to its approval deemed necessary to enforce this contract.
- 9.3 The parties to this Agreement may make modifications to the contract according to the requirements of this section.
 - A. Bilateral Amendment: Either party to this Agreement may modify this contract by execution of a mutually agreed upon written amendment signed by both parties.
 - B. Unilateral Amendment: The Texas Lead Agency and County reserve the right to amend this Agreement through execution of a unilateral amendment signed by the Texas Lead Agency Contract Manager and provided to the Service Provider with ten (10) day notice prior to execution of the amendment under the following circumstances:
 1. to correct an obvious clerical error in this contract;
 2. to change the contract number;
 3. to incorporate new or revised federal or state laws, regulations, rules, or policies;
 4. to comply with a court order or judgment;
 5. to update service level descriptions or daily rates;
 6. to change the name of the Service Provider in order to reflect the Service Provider's name as recorded by the Texas Secretary of State;
 7. to change the designated Texas Lead Agency or County mailing address for this contract;
 8. to change the designated Service Provider mailing address for this contract; or
 9. to change the recorded license number of any license needed under this contract in order to reflect the current number as issued by the licensing authority.
 - C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

- 10.1 The County will reimburse the Service Provider for reasonable, allowable and allocable costs from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the County as specified in the budget (Attachment No. Q-2). Reimbursements will not exceed the total of each budget line item.

Contract is funded by the State of Texas in response to Family Code §265.002 and the U.S. Department of Health and Human Services Promoting Safe and Stable Families; CFDA 93.556. The exact amount of federal funding is determined at the end of the fiscal year.

The total amount reimbursable due under this contract during October 15, 2024 through August 31, 2025 will not exceed \$81,998.03.

- 10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.
- 10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.
- 10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.
- 10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.
- 10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-Profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

- 10.7 If there is a matching requirement in the Request for Applications (RFA), the Service Provider will provide at least the amount of non-Federal share as identified in the contract budget or through other written notice from the County. **In the event of failure to provide this amount of non-Federal share as specified, the Service Provider will indemnify the County for any resulting proportionate reduction of federal funds or other disallowance.**
- 10.8 No Supplanting: Service Provider may not use CYD funds to replace or substitute for any existing federal, state, or local source of funds. Service Provider shall make a good effort to maintain its current level of support. Service Provider will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected recruit of funding under this contract. CYD funds may not be used as match (in-kind or cash) for any other funding opportunity.
- 10.9 In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 10.10 Vendor Performance: pursuant to Texas Government Code, Section 2155.144, -.1442 and 34 TAC Section 20.108, state agencies are required to report vendor performance on any purchase of \$25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. HHSC reports vendor performance by means of the

Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/

The County may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

11. INDEMNITY AND INSURANCE

11.1 THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES FOR PHYSICAL DAMAGE TO PROPERTY OR INJURY TO PERSONS RESULTING FROM NEGLIGENCE OR MISCONDUCT ON THE PART OF THE SERVICE PROVIDER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR SUBCONTRACTORS. IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY DUE TO THE NEGLIGENCE OR MISCONDUCT OF THE SERVICE PROVIDER, THE SERVICE PROVIDER WILL INDEMNIFY AND PAY FULL COST OF REPAIR, RECONSTRUCTION, OR REPLACEMENT, AT THE DISCRETION OF THE COUNTY. SUCH COST WILL BE DUE AND PAYABLE BY THE SERVICE PROVIDER WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE COUNTY OF THE AMOUNT DUE. THE TEXAS LEAD AGENCY AND COUNTY, AND THEIR RESPECTIVE EMPLOYEES, OFFICIALS, OFFICERS, AGENTS, AND REPRESENTATIVES CAN NEITHER AGREE TO HOLD THE SERVICE PROVIDER HARMLESS NOR AGREE TO INDEMNIFY THE SERVICE PROVIDER AND ANY PROVISIONS TO THE CONTRARY ARE VOID.

11.2 INSURANCE WILL BE PROVIDED FOR DIRECT DELIVERY OF PROTECTIVE SERVICES AND OTHER SERVICES UNDER CONTRACT. THE SERVICE PROVIDER WILL OBTAIN AND FURNISH PROOF OF THE FOLLOWING BONDING AND INSURANCE COVERAGE WITHIN FORTY-EIGHT (48) HOURS OF THE AWARD OF THE CONTRACT OR AT SUCH OTHER TIME AS MAY BE SPECIFIED BY THE COUNTY. THE COUNTY SHALL BE ADDED AS AN ADDITIONAL NAMED INSURED AND AN ENDORSEMENT OR DECLARATIONS PAGE, AS APPROPRIATE, SHALL BE PROVIDED TO THE COUNTY AS PROOF OF THE INSURANCE:

A. DISHONESTY BONDING UNDER A COMMERCIAL CRIME POLICY OR BUSINESS SERVICES BONDING, AT A TEN THOUSAND DOLLAR (\$10,000.00) MINIMUM; AND

B. COMMERCIAL GENERAL LIABILITY COVERAGE AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH THIRTY DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED

WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

- 11.3 ALL COVERAGE MUST BE WITH INSURANCE COMPANIES OR CARRIERS RATED FOR FINANCIAL PURPOSES "B" OR BETTER WHOSE POLICIES COVER RISKS LOCATED IN THE STATE OF TEXAS. ALL BONDS, POLICIES, AND COVERAGE DESCRIBED ABOVE WILL BE MAINTAINED DURING THE ENTIRE TERM OF CONTRACT AWARDED. LAPSE IN REQUIRED COVERAGE BY INSURANCE OR BOND WILL BE CONSIDERED BREACH OF CONTRACT WITH THE CONTRACT SUBJECT TO CANCELLATION.**
- 11.4 IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO COMPLY WITH SECTION 10, THE SERVICE PROVIDER WILL PROVIDE THE COUNTY WITH TWO WRITTEN DENIAL LETTERS FROM DIFFERENT INSURANCE COMPANIES EVIDENCING THE SERVICE PROVIDER'S ATTEMPTS TO OBTAIN AND INABILITY TO OBTAIN THE REQUESTED INSURANCE. THE SERVICE PROVIDER WILL PROVIDE THIS INFORMATION TO THE COUNTY WITHIN TEN DAYS OF THE AWARD OF THE CONTRACT.**
- 11.5 THE SERVICE PROVIDER WILL CONTINUE ATTEMPTS TO OBTAIN THIS INSURANCE ON AN ANNUAL BASIS. IN ORDER TO REMAIN IN COMPLIANCE, IN THE EVENT THE SERVICE PROVIDER IS UNABLE TO OBTAIN INSURANCE, THE SERVICE PROVIDER WILL SUBMIT THE DOCUMENTATION REQUIRED BY SECTION 10 ON AN ANNUAL BASIS.**
- 11.6 ALL REQUIRED INSURANCE POLICIES WILL INCLUDE AN ENDORSEMENT STATING THAT THE COUNTY WILL BE GIVEN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR A MATERIAL CHANGE IN THE POLICY OR BOND.**
- 11.7 The County may waive all or part of this insurance requirement at its discretion.**
- 11.8 UNLESS OTHERWISE NOTED IN THIS CONTRACT, AND TO THE EXTENT THAT SERVICE PROVIDER DOES NOT HAVE OR MAINTAIN INSURANCE OR DOES NOT HAVE OR MAINTAIN SUFFICIENT INSURANCE, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT SERVICE PROVIDER WILL BE SOLELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES RELATED TO OR CAUSED BY THE SERVICE PROVIDER'S PERFORMING ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. THE COUNTY WILL HAVE NO OBLIGATION TO REIMBURSE OR OTHERWISE PAY SERVICE PROVIDER FOR ANY COSTS INCURRED RELATED TO ANY SUCH LOSSES OR DAMAGES.**
- 11.9 The Service Provider will protect all physical property and equipment purchased under this contract and take appropriate measures to meet this obligation. The Service Provider must furnish the County with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.**

11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.

A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

In developing, copying, and disseminating reports or other information under this contract, the Service Provider will:

12.1 Grant to the Texas Lead Agency or the County the right to copyright, use, reproduce, and distribute any material written or produced by the Service Provider that is the subject of this contract.

12.2 Defend any claim, suit, or proceeding brought against the Texas Lead Agency or the County on the issue of infringement of any copyright by any product, or any product part, supplied by the Service Provider to the County under this agreement subject to the jurisdiction of the Attorney General of Texas. The Service Provider will pay, subject to limitations specified in this Section, any final judgment entered against the Texas Lead Agency or the County on this issue in any suit or proceeding defended by the Service Provider. The Service Provider will be relieved of this obligation if within 30 calendar days after the County receives notice, the County fails to notify the Service Provider in writing of any claim, suit, or proceeding, and at the Service Provider's expense, give the Service Provider all information needed to defend any claim, suit, or proceeding. The Service Provider will report to the County within 30 days and in reasonable written detail, each notice of claim of copyright infringement pertaining to this contract of which the Service Provider has knowledge.

13. TERMINATION AND SUSPENSION

13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.

13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license,

certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.

- 13.4 In addition to other remedies available to it, County may:
- A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;
 - B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and
 - C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.
- 13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.
- 13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meet its obligations under this agreement, County may terminate this agreement without notice.
- 13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.
- 13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

- 14.1 All personnel funded by the attachment to this contract are employees or volunteers of the Service Provider which will be responsible for their direction and control. Service Provider has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Service Provider is responsible for providing all necessary unemployment and workers' compensation insurance for the Service Provider's employees.
- 14.2 The Service Provider must ensure that direct service staff must be at least eighteen (18) years of age, have a High School Diploma or GED, and one (1) year of experience in the health and human services field to include work with youth. Form I-9 Employment Eligibility Verification, job description, resume/application, and diploma/transcript for every employee working with CYD must be maintained by the Service Provider and provided to the County.

- 14.3 The Service Provider must provide support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.
- 14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.
- 14.5 The Service Provider must complete a name-based criminal history check and Texas child abuse/neglect central registry background check on every new hire, volunteer, or other person who will be working under the auspices of the Service Provider before the person has direct contact with children or families or access to Personally Identifying Information (PII), including employees who have had a fingerprint-based check as a requirement of their professional licensure. An FBI fingerprint-based criminal history check is required if the person has lived outside of Texas within the last five years.

An employee or other person working under the Service Provider's auspices who has direct contact with children or families or access to PII must renew the required background checks every 24 months.

Clearances must be submitted to the County and kept on file with CYD and the Service Provider.

If while providing direct services, having direct client contact and/or access to client records, the Service Provider becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee or volunteer, then the Service Provider will notify the County within ten (10) business days of them becoming aware of it. HHSC will determine if and when the employee or volunteer can have direct contact with clients.

- 14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:
- A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
 - B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
 - 1. the person;
 - 2. the family;
 - 3. public order or decency;
 - 4. public health, safety, or morals; or
 - 5. property;
 - C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or

D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Texas Lead Agency and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

- A. Name-based criminal history check;
- B. Texas child abuse/neglect central registry background check; and
- C. Signed disclosure and release by each person attesting to this information, which will be maintained by Service Provider, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

Service Provider will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act or offense listed in this contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Service Provider will notify the County its intent to do so no later than ten (10) business days prior to the intended reassignment and receive County approval prior to the reassignment. Silence by County will not be construed as approval for this purpose. Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the person in question is found to have committed any of the acts or offenses listed in this contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

- 14.7 If an employee has been wrongfully removed, the employee may be reassigned to direct client contact; however, the Service Provider will notify the County at least ten (10) working days prior to the intended reassignment. The Service Provider must provide the County with further information concerning the reasons for the reassignment upon the request of the County. If the employee is found to have committed any of the offenses listed in this paragraph, the employee will not be reassigned to duties involving any direct contact with clients.
- 14.8 The County has the right to remove from the provision of services, any employee or volunteer of the Service Provider. This right will be exercised in a reasonable manner by the County.
- 14.9 Service Provider shall allow its employees to testify in judicial proceedings and administrative hearings, at the request of the County.
- 14.10 Service Provider shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of abuse, neglect, or exploitation.
- 14.11 Service Provider is an independent Service Provider under the terms of this contract and is not an officer, agent, servant or employee of the County.
- 14.12 If specific qualifications are set forth in job descriptions required by the County, assign personnel meeting those qualifications to those positions unless a written waiver is granted by the County.

- 14.13 Service provider must submit all required Personnel File documentation for all CYD employees and volunteers (as appropriate) to the County (including: I-9, job description, resume/application, diploma/transcript, and training documentation).

15. CONTRACT INTERPRETATION

- 15.1 The contract may be amended in writing duly executed by the contracting parties.
- 15.2 If any provision(s) of this contract will be construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein, but all other provisions will continue.
- 15.3 Force Majeure. The Service Provider will be financially liable for undue delays or failures to perform in contract performance except for any delay in or failure of performance of any requirement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform will extend the period of performance at the discretion of the County in the exercise of reasonable diligence until these exigencies have been removed. The Service Provider will inform the County in writing of proof of such force majeure within three (3) business days or otherwise waive this right as a defense. The Service Provider agrees that breach of this provision entitles the County to reduce or stop payments, immediately terminate this contract, collect partial or whole payment for services not timely delivered, other liquidated damages including amount of any bond for contract amount, and any other remedies available to the County under the terms of the contract, in equity or under Texas law.
- 15.4 It is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, will be strictly reserved to the parties, and nothing contained in this contract will give or allow any claim or right of action whatsoever by any other person not a party to this contract.
- 15.5 The County's liability is limited by the Texas Tort Claims Act and nothing in this contract will constitute a waiver of sovereign immunity or of the rights of the County under that Act.
- 15.6 All contracts and other information submitted to The County may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Service Provider submits proprietary or otherwise confidential information to The County, then Service Provider should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. The County assumes no responsibility for asserting legal arguments for Service Provider. Service Provider should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information. Any information generated as a result of this contract is also subject to the Act, and, as such, must be made available to the County in the manner and format specified by the County upon request.

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with

Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice to County if at any time Service Provider learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the Service Provider cannot certify the accuracy of all the statements contained in this section, Service Provider must provide written notice to County detailing which of the below statements it cannot certify and why.* Service Provider acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify County of any changes in circumstances affecting these certifications:

16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
- D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:

- A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Service Provider's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;
- D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace.

16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

- 16.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Service Provider certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.
- 16.8 **Financial Interests and Gifts.** Service Provider certifies that neither Service Provider nor any person or entity that will participate financially in a contract has received compensation from Texas Lead Agency for participation in preparation of specifications for a contract. Service Provider certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.
- 16.9 **U.S. Department of Homeland Security’s E-Verify System.** Service Provider certifies its use of the U.S. Department of Homeland Security’s E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor’s staff to perform work under this contract within the United States of America. Upon request, Service Provider must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the contract. If this certification is falsely made, the County reserves the right to take any remedial actions deemed reasonable and necessary by the County to ensure compliance with the terms and conditions of this contract, up to and including termination of the contract at no fault to the County.

17. ATTACHMENTS INCORPORATED

By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

- 17.1 Project Work Plan (Attachment Q-1);
17.2 Form 2030, Budget Information Form (Attachment Q-2);
17.3 Debarment/Suspension Certification (Attachment Q-3);
17.4 Form 1295, Certificate of Interested Parties (Attachment Q-4);
17.5 Federal Award Information Form (Attachment Q-5); and
17.6 Vendor Certification Addendum to Tarrant County Contracts (Attachment Q-6).

SIGNED AND EXECUTED this ____ day of _____, 2024 in Tarrant County, Texas.

DIAMOND HILL NORTH SIDE
YOUTH ASSOCIATION



Roxanne Martinez
President
PO Box 162253
Fort Worth, Texas 76106

COUNTY OF TARRANT
STATE OF TEXAS

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

Attachment Q-1: PROJECT WORK PLAN

COMMUNITY YOUTH DEVELOPMENT PROGRAM

PROJECT WORK PLAN

The Project Work Plan provides specific details of how services will be implemented under this Grant. The Project Work Plan is designed to be a flexible document that may be revised periodically over the Period of Performance. This flexibility allows the Subgrantee to propose minor revisions to services or operations to respond to changing context. Revisions to the Project Work Plan must not change the overall scope of the project and must be approved by DFPS and Tarrant County prior to implementation. DFPS and Tarrant County reserve the right to make the final determination on any proposed revisions.

GRANTEE NAME: Tarrant County

CONTRACT NUMBER: HHS000841700005 / **AGENCY ACCOUNT ID:** 24821479

PERIOD OF PERFORMANCE: 10/15/2024 - 08/31/2025

FISCAL YEAR: 2025

SUBAWARDEE NAME: Diamond Hill North Side (DHNS) Youth Association

NAME OF PROGRAM(S): SOAR Mentoring, SOAR in Action, and Sports for Success

ZIP CODES/S: 76106, 76164

RECORD OF PROJECT WORK PLAN CHANGES

CHANGE #	DATE APPROVED	SUMMARY OF CHANGE	APPROVED BY	BUDGET CHANGE (Y/N)
1				
2				
3				

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Gerald Shelbon	Program Director	gerald.shelbon@dhnsyouth.org	817-809-8244
FISCAL MANAGER	Rachel Martinez	Treasurer	finance@dhnsyouth.org	817-809-8244
EXECUTIVE DIRECTOR OR PRESIDENT	Roxanne Martinez	President	info@dhnsyouth.org	817-809-8244
SIGNATORY <i>*This individual is authorized to sign the contract.</i>	Roxanne Martinez	President	info@dhnsyouth.org	817-809-8244

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: www.dhnsyouth.org

AGENCY EMAIL ADDRESS:

info@dhnsyouth.org

PUBLIC PHONE:

817-809-8244

PUBLIC EMAIL CONTACT:

dhnsyouth@gmail.com

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.

Mailing Address: PO Box 162253, Fort Worth, TX 76161

Physical Address: 3229 N Elm St, Fort Worth, TX 76106

CYD PROGRAM SUMMARY CHART

Program Component <i>List all required and ancillary program components offered</i>	PROGRAM NAME	ANTICIPATED ANNUAL OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	PROGRAM LENGTH	FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION – include all where programming is offered	VIRTUAL MODIFICATIONS (if applicable)
Mentoring	SOAR Mentoring	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 24 duplicated Q4: 24 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Monthly 1 session per month x 3 months = 3	Q1 – Q3: First Friday and Third Saturday of each month Q4: First Friday of each month	Q1 – Q4: Diamond Hill Community Center and DHNS Youth Association Office	Zoom, if necessary
Youth Leadership Development	SOAR in Action	Q1 – Q3: 142 unduplicated Q4: 76 unduplicated	Q1 – Q3: 135 unduplicated Q4: 76 unduplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Weekly 4 sessions per month x 3 months = 12	Q1 – Q3: <u>Meacham Middle School:</u> First and Third Tuesdays 4:30 p.m. – 6:30 p.m. <u>Diamond Hill-Jarvis High School:</u> Every other Thursday 4:30 p.m. – 6:30 p.m. Q4: <u>Diamond Hill Community Center:</u> Thursdays 4:30 p.m. – 6:30 p.m.	Q1 – Q3: Meacham Middle School and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	Zoom, if necessary
Post-High School Readiness	SOAR in Action	Q1 – Q3: 142 duplicated Q4: 76 duplicated	Q1 – Q3: 135 duplicated Q4: 76 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: Bi-weekly 2 sessions per month x 7.5 months = 15 Q4: Weekly 4 sessions per month x 3 months = 12	Q1 – Q3: <u>Meacham Middle School:</u> First and Third Tuesdays 4:30 p.m. – 6:30 p.m. <u>Diamond Hill-Jarvis High School:</u> Every other Thursday 4:30 p.m. – 6:30 p.m. Q4: <u>Diamond Hill Community Center:</u> Thursdays 4:30 p.m. – 6:30 p.m.	Q1 – Q3: Meacham Middle School and Diamond Hill-Jarvis High School Q4: Diamond Hill Community Center	Zoom, if necessary
Sports and Movement	Sports for Success	Q1 – Q3: 142 duplicated Q4: 76 duplicated	Q1 – Q3: 135 duplicated Q4: 76 duplicated	Q1 – Q3: 7.5-month cohort Q4: 3-month cohort	Q1 – Q3: 12 sessions per month x 7.5 months = 90 Q4: 4 sessions per month x 3 months = 12	Q1 – Q4: <u>Diamond Hill-Jarvis High School and/or Diamond Hill Community Center:</u> Q1-Q3: Tuesdays and Thursdays 6:30 p.m. – 8:00 p.m. (Practices) and Saturdays 12:00 p.m. – 4:00 p.m. (Games) Q4:	Q1 – Q4: Diamond Hill-Jarvis High School and/or Diamond Hill Community Center	eSports, if necessary

						Sundays 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices & Games)		
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** An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year.
Indicate if Youth served Output target includes any duplicated Youth served.*

CYD PROJECT WORK PLAN

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	218	OUTCOME 1: 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September-May).	135	OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	76	OUTCOME 3: Index youth improve in at least one domain or area of the DAP survey between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	10%
Youth Ages 10-17	90%

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2025. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).

<http://www.health.state.mn.us/divs/opi/qi/toolbox/objectives.html>.

Goal 1: To meet 100% of contract requirements by end of FY25.

Objective 1: Be adequately staffed all year to ensure delivery of competent and robust programming.

Objective 2: Implement all required CYD trainings as mandated by grant.

Objective 3: Complete mandatory reporting and deliverables on time and within budget each month.

Goal 2: To increase at least one protective factor and/or developmental assets for CYD participants by end of FY25.

Objective 1: Implement high quality, evidence-based CYD programming to include: Mentoring, Youth Leadership Development, and Post-High School Readiness.

Objective 2: Ensure at least 50% of CYD participants complete the PEI Program Experience Survey.

Objective 3: Utilize attendance/tracking software and surveys to effectively measure impact of program.

Goal 3: To foster safe spaces and positive relationships for 218 participating youth by end of FY25.

Objective 1: Recruit and serve at least 135 youth participants during the school year (October-May).

Objective 2: Recruit and serve at least 76 youth participants during the summer months (June-August).

Objective 3: Collaborate with community partners to enhance and enrich auxiliary programming.

LOGIC MODEL

There is a wide variety of logic model formats, but most have the same key components including (resources/inputs, activities, outputs, outcomes and impact). Please include your logic model below.

Program Inputs	Program Activities	Program Outputs	Program Outcomes
• Staff members • Positive Coaching Alliance curriculum and resources • Soccer for Success curriculum and resources • TYAN professional development for staff • Program needs assessment • New community center facilities • Volunteer coach-mentors • Parents/guardians and other supportive adults	• Youth leadership development programs • Mentorship interactions and activities • Career exploration activities • Sports and movement programs • Family social events • Parent/guardian communications • Parent engagement activities	• Number of CYD participants • Number of mentor interactions and activities • Number of career exploration activities • Number of participants in sports and movement programs • Attendance at family social events • Engagement with parent/guardian communications • Attendance at parent engagement activities	• Participating youth increase at least one protective factor and/or developmental asset • Participating youth engage in leadership opportunities • Participating youth report at least one positive relationship with a caring adult • Parents of participating youth increase engagement

CYD PROJECT WORK PLAN

• Collaboration with schools and community partners • Funding			
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REQUIRED & ANCILLARY PROGRAMMING PROVIDED

Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

REQUIRED PROGRAMMING (Add Sections as Necessary)**MENTORING**

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

DHNS Youth Association Office: 3229 N Elm St, Fort Worth, TX 76106

Q1-Q3:

First Friday and Third Saturday of each month

Q4:

First Friday of each month

Describe the Mentoring services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:

Q1-Q4:

DHNS Youth Association will provide mentoring services to youth in 76106 and 76164 through the SOAR Mentoring program. The SOAR Mentoring program will utilize a community-based group mentoring program model focused on career awareness and exploration.

SOAR Mentoring activities and mentor training will reflect the developmental needs of participating youth and consider their pre-existing personal and socio-environmental characteristics (e.g., academic preparation, previous trauma, family support, and violence). Research has shown better outcomes for youth who have expressed interest in related fields, pointing to the importance of screening and matching youth with appropriate experiences and mentors. Given the target youth population, mentor matches will include a focus on matching youth participants with culturally diverse mentors in indicated fields of interest. Mentor training will include US Soccer Foundation's Coach-Mentor online training, as well as in-person training provided by program staff. Mentors will be provided with Discovering the Possibilities: "C" ing Your Future resource guide that connects mentees to online resources and activities to help them explore their interests, navigate career options, and plan for college. Mentors will be required to commit to a one year term of service during which they will meet with their mentee twice per month during the school year and once

per month during the summer months. Attached is the mentor and mentee agreement. This agreement will be signed during the first mentoring meeting and includes:

- (1) Confidentiality: All information and content shared between Mentor and Mentee shall be confidential.
- (2) Expectations: It is expected that the Mentor will provide educational and developmental advice and guidance, and both parties will work together to identify the Mentee's personal and professional goals, as well as developing a plan for achieving those goals. It is also expected that Mentors and Mentees will follow all expectations that are established between the Mentor and Mentee.
- (3) Meetings: The Mentee and Mentor will meet and talk at least twice per month during the school year and once per month during the summer at a time and at a place that is mutually agreed upon. Meeting times, once agreed, should not be cancelled unless this is unavoidable. Meetings that are cancelled should be rescheduled. At the end of each meeting, we will agree on a date for the next meeting.
- (4) Length of Relationship: Mentoring relationships vary in length depending on circumstances. Our goal is to maintain our relationship for one year. However, either party has the option of discontinuing the relationship for any reason provided the terminating party notifies the other.
- (5) Additional Agreements: Mentor and Mentee roles. The Mentor agrees to be honest and provide constructive feedback while sharing insight on their own experiences as well. The Mentee agrees to be open to feedback that the Mentor shares and will respect the insight and experiences shared by the Mentor.

The SOAR Mentoring program will provide youth with positive adult interaction that exposes them to new experiences, fosters increased confidence, and encourages career exploration and personal growth opportunities. Mentor training will focus on improving attitudes towards college and careers, including increased interest and engagement in athletics and recreation careers; positive self-perception and sense of belonging in a field of interest; and positive academic and future orientation. In addition, exposure to new career ideas will help youth find their "sparks," which are activities, passions, and interests that are important to them. Program practice decisions will be informed by available guidelines and research from Elements of Effective Practice for Mentoring, which provides recommended standards and benchmarks.

Mentoring will be provided by volunteers. DHNS Youth Association has six volunteers who will provide mentoring to small groups of youth (maximum four youth per mentor). The six volunteers provide coaching for the organization and work in the athletic field. They own athletic facilities, and they volunteer as coaches and provide athletic services to the organization. The mentors commit to the program for one year. Volunteers will receive recognition for their time and efforts. Volunteer mentors will be recruited based on their career track. Volunteer mentors will be invited to submit an online volunteer application to begin the background screening process.

DHNS Youth Association will identify youth for mentoring by surveying the youth already receiving additional CYD services (YLD, PHSR, and Sports and Movement) to gauge their interest in the mentoring program and the athletic and recreation field. A total of twenty-four youth will participate in the mentoring program.

The Program Director will manage the mentoring program. The average time to vet a volunteer mentor is approximately three weeks, which includes the application process, background checks, and training. The Program Director will provide ongoing support and resources, if necessary, to volunteer mentors. Volunteer mentors will have a private text communication channel that will allow them to exchange ideas and tips with other volunteer mentors.

At the conclusion of the service term, volunteer mentors and mentees will be invited to a social event to mark the end of the mentorship experience. This mentor/mentee relationship closes at this point. The mentor and mentee will be invited to register for mentoring services for an additional one-year term if they desire.

Parents and caregivers play an integral role in the success of DHNS Youth programs. All participating youth are

required to have a least one parent or guardian attend an orientation meeting. During this orientation meeting, parents are informed of the program expectations. Parents will also be required to maintain a current phone number and email address with program staff to ensure that they receive monthly text and email communications.

Parent engagement strategies include:

- Mandatory program orientation meetings
- Monthly text and email communication with parents

Please list any differences in how Mentoring services will be provided in Q1-Q3 vs. Q4, if any: N/A

What is the adult mentor to Youth mentee ratio: 1:4

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Other adult relationships

Empowerment – Community values Youth

Boundaries & Expectations – Adult role models

Boundaries & Expectations – High expectations

Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation

Positive Values – Integrity

Positive Values – Honesty

Positive Values – Responsibility

Positive Values – Restraint

Social Competencies – Planning and decision-making

Social Competencies – Interpersonal competence

Social Competencies – Resistance skills

Social Competencies – Peaceful conflict resolution

Positive Identity – Personal power

Positive Identity – Self-esteem

Positive Identity – Sense of purpose

Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with Mentoring program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:

☒ Males ☒ Females	☐ 6-9 years of age ☒ 10-17 years of age
Race/Ethnicity: All	Grades Targeted: 6 th -12 th

YOUTH LEADERSHIP DEVELOPMENT (YLD)

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:

Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106

First and Third Tuesdays: 4:30 p.m. – 6:30 p.m.

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106

Every other Thursday: 4:30 p.m. – 6:30 p.m.

Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Thursdays: 4:30 p.m. – 6:30 p.m.

Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as Attachment D-1 Scope and Sequence.

DHNS Youth Association will provide Youth Leadership Development (YLD) programming to youth in 76106 and 76164.

Utilizing Positive Coaching Alliance and Positive Action YLD curriculum and resources, DHNS Youth Association will provide valuable YLD programming that will benefit youth in their classrooms, their communities and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature Youth Leadership Development programming, in conjunction with PHSR programming, in interactive, small group learning sessions. There are a total of twelve sessions in the curriculum.

The SOAR in Action YLD programming focuses on preparing youth to face life challenges and barriers through a series of small group, interactive activities that help them to develop leadership skills, such as conflict resolution, positive and productive communication skills, goal setting, teambuilding, and empowerment. Youth will actively participate in small group discussions and will practice applying the tools to real situations. Youth will take away tangible tools and tips to contribute to an empathetic environment. As part of the SOAR in Action YLD programming, youth participants will engage in annual service-learning projects in the community, ranging from hosting a sports camp for younger kids to planning a canned food drive for the local food bank.

Positive Action Curriculum will be used for Leadership skills classes:

Positive Action Curriculum is based on the intuitive philosophy that we feel good about ourselves when we do positive actions. The Thoughts-Actions-Feelings Circle (TAF) illustrates how this works in life: our thoughts lead to actions and those actions lead to feelings about ourselves which in turn lead to more thoughts. When this circle is negative, students do not want to learn. When this cycle is positive, students want to learn. The essence of the program is to

emphasize those actions that promote a healthy and positive cycle. The Positive Action program works through these concepts in a systematic way.

Each lesson will directly relate to the YLD Elements of Leadership Knowledge, Leadership Skills Building, and Leadership in Action.

- **Leadership Knowledge:** youth will be enabled to recognize their values and strengths and prepare for leadership with confidence; improve leadership effectiveness and awareness of outside influences; align the leader-follower relationship; and increase their effectiveness and productivity as a leader.
- **Leadership Skill Building:** youth will be encouraged to prioritize goals and promote self-accountability in leadership; build emotional intelligence and empathy skills as a leader; foster growth mindset and improve focus and direction as a leader; employ active listening skills, empathy and negotiation techniques as a leader; increase efficiency and influence as a leader; grow problem-solving skills and overcome adversity as a leader; and increase visibility and enhance influence in leadership.
- **Leadership in Action:** youth will put communication, problem-solving and leadership skills to use in real life scenarios through community action projects/service learning.

Describe how the three YLD elements will be incorporated into your program design.

1. Leadership knowledge

Youth will learn and gain knowledge from experienced coach-mentors with a focus on the development of leadership skills.

2. Leadership skill building

Youth will recognize and discover their own strengths and growth opportunities through interactive role playing, as well as community and career exploration.

3. Leadership in action

Youth will put their leadership skills into practice, make decisions and lead projects in collaboration with other youth mentees and coach-mentors.

Please list any differences in how the incorporation of YLD elements will differ in Q1-Q3 and Q4, if any:

N/A

Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:

Q1-Q4:

YLD participants will practice their leadership skills by leading, planning and implementing an annual service-learning project in the community.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:

External Assets:

Support – Positive family communication (Family & Primary Caregiver Engagement)

Support – Other adult relationships

Support – Parent involvement (Family & Primary Caregiver Engagement)
 Empowerment – Community values Youth
 Empowerment – Service to others
 Boundaries & Expectations – Adult role models
 Boundaries & Expectations – High expectations
 Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation
 Positive Values – Caring
 Positive Values – Integrity
 Positive Values – Responsibility
 Social Competencies – Planning and decision-making
 Social Competencies – Interpersonal competence
 Social Competencies – Cultural competence
 Social Competencies – Peaceful conflict resolution
 Positive Identity – Personal power
 Positive Identity – Self-esteem
 Positive Identity – Sense of purpose
 Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with YLD program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:

☒ Males ☒ Females

☐ 6-9 years of age ☒ 10-17 years of age

Race/Ethnicity: All

Grades Targeted: 6th – 12th

POST HIGH SCHOOL READINESS (PSHR)

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q3:

Meacham Middle School: 3600 Weber St, Fort Worth, TX 76106
 First and Third Tuesdays: 4:30 p.m. – 6:30 p.m.

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106
Every other Thursday: 4:30 p.m. – 6:30 p.m.

Q4:

Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106
Thursdays: 4:30 p.m. – 6:30 p.m.

Check all that apply:

- ☒ Career exploration and workforce readiness ☐ College readiness ☐ Curriculum-Based Life Skills
☒ Life Skills Non-Curriculum ☐ Other: _____

Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:

DHNS Youth Association will provide Post High School Readiness (PHSR) programming to youth in 76106 and 76164.

Q1-Q4:

Utilizing Positive Coaching Alliance resources and Soccer for Success life skills curriculum, DHNS Youth Association will provide valuable PHSR programming that will benefit youth in their classrooms, their communities, and their future careers. The Success & Opportunities in Athletics & Recreation (SOAR) in Action program will feature PHSR programming, in conjunction with YLD programming, in interactive, small group learning sessions. The PHSR curriculum focuses heavily on helping students identify goals related to their future and realize the steps they need to take in order to achieve them. The modules encourage students to learn about themselves and to apply that knowledge to an exploration of possible careers.

The SOAR in Action program provides a safe space for youth to engage in career exploration and workforce readiness. The program will focus on opportunities within the athletics and recreation industry, featuring guest speakers from the field, sports certification options, interview preparation, resume writing, and other career-related programming. Participants will also be given an opportunity to virtually shadow career professionals for a day, earn a referee certification (14 years and older) for a particular sport, and explore college environments. Students will experience speakers to talk about their careers and demonstrate their job duties. Virtual options may be utilized if necessary. College tours will also be planned throughout the year. Youth will benefit from these opportunities by learning about different careers and many options for higher learning.

Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments:**Q1-Q4:**

The SOAR in Action PHSR programming will provide youth with career awareness and exploration opportunities that will prepare them to manage responsibilities upon entering college and career environments.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:**Q1-Q4:**External Assets:

Support – Other adult relationships
Empowerment – Community values Youth
Boundaries & Expectations – Adult role models
Boundaries & Expectations – High expectations

Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation
 Positive Values – Integrity
 Positive Values – Honesty
 Positive Values – Responsibility
 Social Competencies – Planning and decision-making
 Social Competencies – Interpersonal competence
 Social Competencies – Peaceful conflict resolution
 Positive Identity – Personal power
 Positive Identity – Self-esteem
 Positive Identity – Sense of purpose
 Positive Identity – Positive view of personal future

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with PHSR program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Field trip expenses are not in the CYD budget for FY25.

College/university tours will help youth identify schools to attend, degree offerings, financial aid, housing options, and campus life.

Q1-Q4: Dates TBD

Texas Christian University: 2800 South University Dr., Fort Worth, TX 76109

University of North Texas: 1155 Union Circle, Denton, TX 76203

Midwestern State University: 3410 Taft Blvd., Wichita Falls, TX 76308

Youth Population to be served:

☒ Males ☒ Females

☐ 6-9 years of age ☒ 10-17 years of age

Race/Ethnicity: All

Grades Targeted: 6th – 12th

ANCILLARY PROGRAMMING (Add Sections as Necessary)**ANCILLARY**

Programming Period Q1-Q3: From: October 15, 2024 To: May 31, 2025

Programming Period Q4: From: June 1, 2025 To: August 31, 2025

All addresses (locations) where services will be provided, (please use full address):

Q1-Q4:

Diamond Hill-Jarvis High School: 1411 Maydell St, Fort Worth, TX 76106 and/or
Diamond Hill Community Center: 1700 NE 37th St, Fort Worth, TX 76106

Q1-Q3:

Tuesdays and Thursdays: 6:30 p.m. – 8:00 p.m. (Practices)

Saturdays: 12:00 p.m. – 4:00 p.m. (Games)

Q4:

Sundays: 2:00 p.m. – 4:00 p.m. and/or Mondays 6:00 p.m. – 8:00 p.m. (Practices for one hour and Games for one hour)

Check all that apply

- ☐ Youth-Based Curriculum ☐ Family-Based Curriculum Class ☒ Sports and Movement ☐ Academic Support
☐ Family Focused Activity ☐ Arts and Cultural Enrichment ☐ Service Planning and Coordination

Describe the programming to be provided in detail. For each program component chosen above, list and detail information each program component separately.

DHNS Youth Association will provide Sports and Movement services through the Sports for Success program to 76106 and 76164 youth. Sports for Success programming will be held at Diamond Hill-Jarvis High School and Diamond Hill Community Center.

Youth sports programming provides youth with an opportunity to build their skills, grow their confidence, and learn teamwork in a positive environment facilitated by a coach-mentor. Rooted in positive youth development, Sports for Success programs help youth build skills and healthy relationships with themselves and others. Our programs align with USA Football, USA Basketball, and US Soccer Foundation curriculum, which support the 40 Developmental Assets that have been shown to produce positive outcomes for youth.

Q1-Q3:

Sports for Success programming includes youth football, youth basketball, youth baseball, and youth softball. These programs are offered outside of school time.

Q4:

Sports for Success programming includes 7v7 youth football and youth soccer. These programs are offered outside of school time.

List the developmental assets addressed in this program component, see list of assets at the end of the PWP:

Q1-Q4:External Assets:

Support – Other adult relationships

Boundaries & Expectations – Adult role models

Boundaries & Expectations – Positive peer influence

Boundaries & Expectations – High expectations

Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation

Positive Values – Integrity

Positive Values – Responsibility
 Social Competencies – Planning and decision-making
 Social Competencies – Interpersonal competence
 Positive Identity – Personal power
 Positive Identity – Sense of purpose

Field trips, if applicable: Provide a brief summary of each field trip to include, educational benefit, tentative month, location, and anticipated number of youths attending. Be sure to outline how the field trip aligns with the program per the CYD RFA guidelines and requirements. Note: All field trips must have PEI approval prior to incurring expenses.

Q1-Q3: N/A

Q4: N/A

Youth Population to be served:

☒ Males ☒ Females

☐ 6-9 years of age ☒ 10-17 years of age

Race/Ethnicity: All

Grades Targeted: 6th – 12th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

Please outline your plan for how families and primary caregivers will be engaged in the CYD program.

What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?

Parents and caregivers play an integral role in the success of DHNS youth programs. DHNS Youth Association will host two annual social events for parents, youth, and families to engage with each other and program staff and celebrate program milestones.

Please detail the timeline for implementing your plan and strategies as described above.

Quarter 2:

- In December 2024, we will host Family Bowling Social. Topic: Family Communication. The objective is to reinforce positive communication and teamwork among parents/caregivers and youth and demonstrate healthy relationship building. This activity ties into the YLD session on social skills and positive communication.
- In February 2025, we will host Positive Ways to Deal with Stress workshop and yoga session. Topic: Positive Ways to Deal with Stress. The objective is to offer parents/caregivers and youth a healthy way to deal with stress by introducing them to movement, mindfulness, and medication. This workshop and activity ties to the YLD session on positive actions for your body and mind.

Quarter 3:

- In April 2025, we will host Picture Your Future College and Career Family Night. Topic: Picture Your Future. The objective is to provide parents/caregivers with college and career resources, goal setting mini-sessions, and offer family photo sessions using college and career-related props. This activity ties to the PHSR programming on college and career opportunities and YLD session on goal setting.

Quarter 4:

CYD PROJECT WORK PLAN

- In August 2025, we will host Community Connections activity. Topic: Community Connections. The objective is to encourage parents/caregivers and youth to volunteer together and alongside other families in a community service-learning project. This activity ties to the YLD community connections project.

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS

Please briefly describe how all funded evidence-based or promising programs will be implemented.

Provide **Exhibit F: PEI Evidence-Based Ranking Tool** and label as **Attachment D-2: PEI Evidence-Based Ranking Tool**

Applicant provides documentation of evidence-base, research or information on each proposed program with a curriculum by completing the PEI Evidence-Based Program Ranking Tool.

For each Evidence-Based Program or Promising Practice Program proposed, describe any variations from the Evidence-Based Program(s) that have been approved by the developer.

CURRICULUMS

Add additional rows as needed

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Positive Coaching Alliance	Youth Leadership Development	https://positivecoach.org/training/workshops/	
US Soccer Foundation	Sports for Success	https://ussoccerfoundation.org/after-school-program/	
Positive Action	Youth Leadership Development	https://www.positiveaction.net/primer	

VIRTUAL PROGRAMMING

Please briefly describe how you may shift components of your program to virtual if needed.

What is your plan if for any reason **training** must shift to a **virtual format** due to social distancing, local restrictions, etc.?

Our organization has the experience and capacity to engage youth and families virtually should it become necessary.

If applicable, please indicate whether any events may need to be modified or cancelled should social distancing or local restrictions be in effect. Add additional rows if necessary.

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders

For each Program Component able to be provided virtually, describe any variations or modifications.

All Mentoring, Youth Leadership Development, and Post-High School Readiness programming can be implemented virtually via Zoom, if necessary. The Sports and Movement programming can be shifted to an eSports platform, if virtual programming is necessary.

PROGRAM IMPLEMENTATION

Please describe in detail how program will be implemented under this Grant Agreement

Please indicate what startup activities will be necessary at the start of a Grant Agreement including hiring and training staff, publicizing your program in the community, and recruiting Youth to the program.

Upon signing a contractual agreement, DHNS Youth Association would utilize our existing Program Director and Program Coordinator to help hire, onboard, and train two Youth Development Specialists. Our Board Finance Committee will engage in hiring of a Grant Administrator. Each of these roles are integral in successfully implementing the program. DHNS Youth Association would be able to publicize and market the program quickly as we have an existing database of youth participants, parents, and community partners. We anticipate being able to recruit and enroll youth participants within the first thirty to sixty days of the agreement.

Describe outreach and recruitment strategies and plans. Include plans to reach and engage families demonstrating priority characteristics. If any special population of Youth and families were identified to be served by the program, please provide and the ways the organization will tailor program delivery or outreach to meet the unique strengths, circumstances and needs of the population(s).

Recruitment will be accomplished by reaching out to youth in the target areas who are current or past participants of our youth sports programs. Recruitment will also be accomplished through campus visits, after school club visits, and attending community events. Word-of-mouth, promotional flyers, and social media advertising will also significantly support recruitment efforts.

Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.

We anticipate the following barriers to engagement and participation: language and cultural barriers, and limited time availability for working youth. Having worked with the target population for over a decade, DHNS Youth Association is ready to address and alleviate these barriers by having bilingual (Spanish-speaking) staff and offering programming at times and locations that are most convenient to targeted youth.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

DHNS Youth Association will provide programming on school campuses and at the local community centers within the target community, which greatly increases accessibility to our programming. Most programming is conducted immediately after school to meet the needs of local youth.

Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.

Programming will be offered at target campuses to make it more accessible for youth. Transportation may be provided by parents, public transportation, and/or walking to program sites. Staff will ensure that participants have a safe plan to access the program and return home.

Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.

DHNS Youth Association programs are focused on prevention and will provide youth with the tools and resources to avoid involvement in juvenile delinquency, crime, substance abuse, violence, and other detrimental behaviors. Furthermore, our programs will provide youth with positive activities, role models, and skills to develop into productive, independent adults.

Describe any established community partners (including program sites, Youth referrals, special events, etc.).

DHNS Youth Association has long-standing community partnerships with program sites and often collaborates with Diamond Hill Community Center and Fort Worth ISD schools. We have co-hosted the Diamond Hill Back to School Resource Fair in collaboration with Diamond Hill Community Center and Diamond Hill-Jarvis High School (Fort Worth ISD) for the past six years.

CYD PROJECT WORK PLAN

In addition, DHNS Youth Association has a strong partnership with Fort Worth Police Department (Northwest Division) and Fort Worth Police Athletic League, having collaborated to offer youth sports programming and police engagement activities, such as Paletas with Police, in the past. DHNS Youth Association has recently established a partnership with The Parenting Center to collaborate on parent education workshops hosted in the community for parents and caregivers during youth sports practices. Other community partners include Blue Zones Fort Worth (now Texas Health) and Aetna Better Health.
Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.
DHNS Youth Association staff will utilize parent meetings and pre-screening events for intake and assessment. CYD registration forms will be completed by all youth enrolled in the program annually. CYD eligibility forms will be completed by staff with information from all available sources. Our current online registration process allows for increased efficiency and communication with parents.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
DHNS Youth Association will follow all HHSC policies and procedures and utilize assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth upon enrolling in the program. Post-surveys will be completed when youth exit the program or at the end of the year.
Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.
Complimentary participation in youth sports programming (Sports for Success) is an incentive in itself. Offering free participation for youth sports programming will support retention efforts and also improve the access gap in youth sports. Participants will be retained in the program through fostering strong bonds with staff and coach-mentors, as well as teammates. Our current youth sports program has high retention rates, with many youth participants enrolled in our programs over a six-to-eight-year time span. As part of our participant retention plan, staff will contact youth directly and reach out to parents when youth begin to miss programming.
Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.
DHNS Youth Association will properly document the referral process once a staff member identifies a concern regarding a youth participant. Potentially, a meeting with the youth participant and parent will be scheduled to discuss strategies for support. When referrals are made, staff will follow up to ensure that the youth was able to access the service. Referrals to other programs and providers will be tracked in the youth participant's file.
Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.
The Program Director is responsible for managing program documentation. Program attendance and participation will be recorded using our electronic check-in system. Staff will follow a designated data collection and reporting process designed to protect the confidentiality of youth and identify program effectiveness. Participant files, including intake forms, report cards, pre-surveys and post-surveys, will be stored electronically. Staff will also track, monitor, and report performance measures as outlined by the grant contract.
Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.

CYD PROJECT WORK PLAN

DHNS Youth Association will follow HHSC regulations for CYD reporting and case closure. When appropriate, staff will meet with parents to inquire about any additional service needs and make referrals as needed. Youth will be encouraged to participate in the program as long as possible. When the school year ends, campus-based program sites will be transitioned to the nearby community center for easy access by youth.

Outline plans to sustain programming beyond the five-year Period of Performance.

DHNS Youth Association Board and staff continuously pursue funding opportunities to ensure our program's continuation. Other funding sources, such as private foundation and CCPD program grants, are periodically available within our local area and target population. Our organization has already seen success in securing grant funding from local sources.

Are program offerings listed on 2-1-1 current?

☒ YES or ☐ NO

ORGANIZATIONAL COMPETENCE

Describe strategies program will use in acknowledging and respecting the diversity of Youth and Families, including their cultural traditions, languages, values, socio-economic status, family structures, sexuality, gender identification, religion, individual abilities and other aspects.

DHNS Youth Association takes pride in being an inclusive and diverse organization that serves a diverse demographic of youth and families. We review curriculum and resources to ensure that our programs are culturally relevant and appropriate. Our staff undergoes cultural competency training annually. We also celebrate the diversity of our community by participating in local cultural events, including our local neighborhood Juneteenth celebration.

Describe diversity within organizational leadership and plans to increase diverse backgrounds and demographics of board members or other leadership during the grant period.

DHNS Youth Association employs ethnically diverse program staff to ensure the staff is representative of the youth and community being served. Our board of directors is made up directly of parents, caregivers, community members, and residents of the communities that we serve to ensure appropriate representation. Our current board is made up of three women and two men; with 80% Hispanic/Latino representation and 20% African American/Black representation to closely align with the demographics that we serve. We will intentionally continue our efforts to be an inclusive organization that serves youth and families.

PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

N/A

Provide the following attachment(s):

- **Agency organization chart** for the agency that shows how the CYD program activities fit into the overall structure. Please include names and titles for positions that will directly work on this project. Label as **Attachment D-3: Agency Org Chart.**
- **CYD Program Chart** should include all staff and volunteers funded by CYD and clearly show lines of reporting and supervision. Label as **Attachment D-4: CYD Program Chart.**

▪ CYD Job Descriptions should include all staff positions funded by CYD. Label as <u>Attachment D-5: CYD Job Descriptions.</u>
Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.
DHNS Youth Association will intentionally recruit staff with diverse backgrounds and experiences to support positive youth development. Staff members should be at least 18 years of age, have a High School Diploma or GED, and one year of experience working with youth. Experience supervising staff may be required for leadership positions. Part-time positions require at least one year experience working directly with youth. All staff will have a background check, complete cultural competency training, and participate in ongoing youth development training. <u>The staffing structure for the project will include:</u> Program Director (0.57 FTE) Program Coordinator (0.57 FTE) Two (2) Youth Development Specialists (0.69 FTE) Grant Administrator (0.29 FTE)
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.
The Program Director, which reports directly to the Board, will oversee all program implementation. Under the Program Director's direct supervision will be a Program Coordinator, who will supervise and manage two Youth Development Specialists. The Grant Administrator associated with this project will report directly to the Board Finance Committee. This structure is outlined in Attachment D4.
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.
Some volunteers will be utilized as coach-mentors for youth sports and movement programming. Volunteer coach-mentors are required to participate in a Positive Coaching Alliance youth development training workshop and must pass a background check. Volunteer coach-mentors are supervised by the Program Director. Often times, volunteer coach-mentors are parents/caregivers that wish to volunteer their time and skills to teach youth sports. Volunteer coach-mentors assist in coaching youth sports at practices and games and lead sports drills, draft plays, and ensure player participation.
Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.
The Program Director and Board of Directors will ensure consistency and continuity during any staff transition. New employees will participate in new employee orientation and learn about the organization and program implementation. Staff is required to attend periodic training throughout the year to improve best practices in program delivery.
Describe your organization's policies and procedures for reviewing case files for quality and completeness.
Quarterly staff and board review of documents will be completed for accuracy. The Program Director and Grant Administrator will oversee the monthly reports and reviews.
Describe your process for tracking all training for staff, and the position(s) responsible for tracking.
The Program Director is responsible for tracking staff training and ensuring it is recorded appropriately. Copies of certifications or other training documentation will be maintained in staff files.
List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.

CYD PROJECT WORK PLAN

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation Title: Employee Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	First week of employment
Type: CYD Orientation Title: Annual CYD Orientation	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☒ By supervisor/staff ☐ Webinar ☐ Self-guided	Annually
Type: Youth Development Training Series Title: Texas Youth Action Network (Public Policy Research Institute)	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☒ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☐ Webinar ☒ Self-guided	Quarterly
Type: Youth Leadership Development Title: Positive Coaching Alliance Character & Leadership Development Program and Positive Action Curriculum	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☒ In-person consultant ☐ By supervisor/staff ☒ Webinar ☒ Self-guided	Quarterly
Type: Cultural Humility Title: Cultural Humility	All CYD Staff: Program Director, Program Coordinator, Youth Development Specialists, Grant Administrator	☐ In-person by program model ☐ In-person consultant ☐ By supervisor/staff ☒ Webinar ☐ Self-guided	Annually

DATA & DATA USE

Please briefly describe the quality assurance processes that will be utilized for this Grant Agreement

Describe how your agency will use data to identify ongoing client and community needs and inform ongoing program improvement.

DHNS Youth Association collects and reviews internal data annually to ensure that programs are meeting youth needs within our community. Our organization utilizes Hello Insight, an automated evaluation program, to measure program outcomes, including youth leadership and action, career readiness, and sports-related SEL (i.e. goal orientation, self-confidence, positive identity, self-management). Hello Insight allows our organization to access pre-built surveys, predictive analytics, and automated reports that can be used to inform and improve programming.

GRANT ADMINISTRATION

Describe how you will effectively administer the grant to ensure that contractual deadlines are met and that the budget is appropriately managed.

DHNS Youth Association has established a grant administration and compliance process under the oversight of our Board Treasurer, Rachel Martinez, and Board Finance Committee. Upon being awarded a grant, our Board Finance Committee establishes a monthly meeting cadence with our Program Director to review spending, compile data and reports, monitor outcomes, and ensure that all contractual requirements are met.

Our Board Treasurer has previous experience in managing and administering grant funds for other nonprofit organizations within Tarrant County. In addition, DHNS Youth Association has experience in managing and administering grant funds from Fort Worth Police Department Crime Control and Prevention District (CCPD), North Texas Community Foundation, Community Foundation of Texas, Heisman Trophy Youth Development Fund, VELA Education Fund and Sodexo Stop Hunger Foundation, as well as experience in management and administration of multiple AmeriCorps VISTA members.

Describe the quality assurance procedures you have in place.

DHNS Youth Association has adopted Standard Operating Procedures and has put Internal Control & Procurement Policies in place that address quality assurance procedures.

LOG OF ATTACHMENTS

Add additional rows as needed

Name of attachment	Provided	Notes:
Attachment D-1: YLD Scope and Sequence	☒ YES or ☐ NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	☒ YES or ☐ NO	
Attachment D-3: Agency Org Chart	☒ YES or ☐ NO	
Attachment D-4: CYD Program Chart	☒ YES or ☐ NO	
Attachment D-5: CYD Job Descriptions	☒ YES or ☐ NO	

40 DEVELOPMENTAL ASSETS**EXTERNAL ASSETS**

Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety

Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home
INTERNAL ASSETS	
Commitment to Learning	Achievement motivation School engagement Homework Bonding to school Reading for pleasure
Positive Values	Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	Personal power Self-esteem Sense of purpose Positive view of personal future

Exhibit P: EXPENDITURE PROPOSAL	
Budget for Grant Contracts	
SUMMARY	
Grantee:	Tarrant County
Subgrantee:	Diamond Hill North Side Youth Association
Contract Number:	HHS000841700005
Agency ID:	24821479
Contract Budget Period:	10/15/2024 - 08/31/2025
PEI Program:	Community Youth Development (CYD)

Cost Categories	Reimbursable
(1A) Personnel - Salaries	\$67,880.00
(1B) Personnel - Fringe Benefits	\$5,192.82
(2) Travel	\$0.00
(3) Supplies and Controlled Assets	\$0.00
(4) Capital Equipment (greater than \$5K)	\$0.00
(5) Other Costs	\$8,925.21
Indirect Costs	\$0.00
TOTAL	\$81,998.03

Certified By (Name):	Roxanne Martinez
Title:	President

Signature : 

Date : 09/16/2024

FY 2025 Budget

Subgrantee: [Diamond Hill North Side Youth Association](#)

PEI Program: CYD

Total Budget: **\$81,998.03**

Contract Budget Period: **10/15/2024 to 08/31/2025**

Budget Preparer: [Roxanne Martinez](#)

Certifying Approver: [Roxanne Martinez](#)

PERSONNEL - SALARIES	CYD Contract Budget	Methodology for Contract Budget Narrative
Program Director (FTE)	25,000.00	Salary: 4,166.67/month @ 57% CYD time x 10.5 months = \$25,000.00. Role Description: Facilitates programming, scheduling, and reporting; hires, supervises, and trains program staff; conducts compliance reviews; and compiles reports.
Program Coordinator (FTE)	18,000.00	Salary: 3,000.00/month @ 57% CYD time x 10.5 months = \$18,000.00. Role Description: Plans, implements, and coordinates youth programs; provides staff training; and assists Program Director as needed.
Youth Development Specialist #1 (PT)	9,240.00	Hourly: \$22.00/hour x 58.3333 hours/month @ 69% CYD time x 10.5 months = \$9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.
Youth Development Specialist #2 (PT)	9,240.00	Hourly: \$22.00/hour x 58.3333 hours/month @ 69% CYD time x 10.5 months = \$9,240.00. Role Description: Assists in planning and implementing youth development and auxiliary programs.
Grant Administrator (FTE)	6,400.00	Salary: \$2,133.33/month @ 29% CYD time x 10.5 months = \$6,400.00. Role Description: Inputs, compiles, and manages data; drafts and completes grant reports and reviews; and ensures compliance with grant requirements.
Total	\$ 67,880.00	

Allocations				
Total Salary	# Employees	% Time Allocated to CYD Contract	Number of months on contract	Direct Service or Admin?
\$ 50,000.00	1.00	57%	10.5	Direct Service
\$ 36,000.00	1.00	57%	10.5	Direct Service
\$ 15,400.00	1.00	69%	10.5	Direct Service
\$ 15,400.00	1.00	69%	10.5	Direct Service
\$ 25,600.00	1.00	29%	10.5	Admin
\$ 142,400.00				

PERSONNEL - FRINGE	CYD Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	5,192.82	\$67,880.00 Total Salaries @ 7.65% FICA = \$5,192.82
State Unemployment Tax Act (SUTA)	-	
Retirement	-	
Insurance- Medical	-	
Insurance- Dental	-	
Insurance- Vision	-	
Insurance- Worker's Compensation	-	
Insurance- Unemployment	-	
Short-Term Disability	-	
Long-Term Disability	-	
Life Insurance	-	
Other Fringe	-	
Total	\$ 5,192.82	

TRAVEL	CYD Contract Budget	Methodology for Contract Budget Narrative
Mileage	-	
Airfare	-	
Meals	-	
Lodging	-	
Miscellaneous Transportation	-	
Total	\$ -	

SUPPLIES and CONTROLLED ASSETS	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$ -	

CAPITAL EQUIPMENT (greater than \$5K)	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
Total	\$ -	

OTHER COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
Facility Rentals	5,115.21	Diamond Hill Community Center Rental Fees: (Mentoring Program: \$50.00/hour x 12 sessions = \$600.00) + (Sports & Movement: \$75.00/hour x 6 hours/week x 32 sessions = \$14,400.00) + (Family Social Event: \$55.00/hour x 5 hours = \$275.00) + (Parent/Student Workshop: \$35.00 x 3 hours = \$105.00) = \$15,380.00. Requesting reimbursement of \$15,380.00 @ 33% = \$5,115.21
Positive Coaching Alliance (Annual Membership)	2,500.00	Annual membership fee for Positive Coaching Alliance = \$2,500.00. Full cost for the youth leadership curriculum and resources.
Positive Action (Middle School Combo)	1,310.00	Positive Action (Middle School Combo). One-time full cost for youth leadership curriculum bundle, activities, and resources (304 Lessons, 29 Posters, 91 Activity Sheets, 100's of other manipulatives, Free access to: Digital resources, Music Library, Online family content). These lessons/activities will be used for YLD classes.
Total	\$ 8,925.21	

INDIRECT COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
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Indirect Costs	\$	-	
<i>Total</i>	\$	-	

TOTAL FY25 BUDGET	CYD Contract Budget
<i>Total</i>	\$ 81,998.03



Debarment/Suspension Certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Roxanne Martinez, President (Name)
Diamond Hill North Side Youth Association (Company)
PO Box 162253 (Address)
Fort Worth, Texas 76106 (Address)
FS4DE8KRJFY7 (Unique Entity ID)

PHONE 817-809-8244
EMAIL info@dhnsyouth.org

Roxanne Martinez

Signature 9/16/2024 Date

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

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

Diamond Hill North Side Youth Association
Fort Worth, TX United States

Certificate Number:
2024-1215371

Date Filed:
09/17/2024

Date Acknowledged:

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

Tarrant County

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.

HHS000841700005

Success and Opportunities in Athletics and Recreation and Sports for Success program services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martinez, Roxanne	Fort Worth, TX United States	X	
	Earle, Quyn-ton	Fort Worth, TX United States	X	
	Martinez, Rachel	Fort Worth, TX United States	X	
	Cerda, Bianca	Fort Worth, TX United States	X	
	Gonzalez, Alfredo	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Roxanne Martinez, and my date of birth is 06/27/1980.

My address is 3624 N Pecan, Fort Worth TX 76106,
(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 17 day of September, 2024.
(month) (year)

Roxanne Martinez

Signature of authorized agent of contracting business entity
(Declarant)

Federal Award Information Form (Q-5)

1	Subrecipient Name	Diamond Hill North Side Youth Association
2	Subrecipient Unique Entity ID	FS4DE8KRJFY7
3	Federal Award Identification Number (FAIN)	2401TXFPSS
4	Federal Award Date	TBD
5	Subaward Period of Performance Start and End Date	10/1/2023-9/30/2025
6	Amount of Federal Funds Obligated by This Action	\$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$81,998.03 The exact amount of federal funding will be determined by HHSC at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	HHSC/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: Community Youth Development (CYD), Contract (Grant) Number: HHS000841700005, Agency ID: 24821479 [Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor 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. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

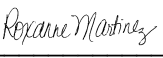
Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

 Signature of Certifying Person

Roxanne Martinez Printed Name of Certifying Person

President Title of Certifying Person

Diamond Hill North Side Youth Association Name of Vendor Company/Organization

9/16/2024 Date Certified

09242024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
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.