

*Tarrant County  
Juvenile Board  
Meeting*

**Board Packet**

**Wednesday, August 20, 2025  
12:15 PM**

**Jury Check-In Room, 1<sup>st</sup> Floor  
Tom Vandergriff Civil Courts Building  
100 N Calhoun St, Fort Worth, TX 76196**



**ALEX KIM**  
DISTRICT JUDGE

323<sup>RD</sup> JUDICIAL DISTRICT, TARRANT COUNTY, TEXAS

**DATE:** August 15, 2025  
**MEMO TO:** Honorable Members of the Tarrant County Juvenile Board  
**FROM:** Alex Kim  
Juvenile Board Interim Chair  
**SUBJECT:** August 20, 2025 - Juvenile Board Meeting

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On Wednesday, August 20, 2025, at 12:15 pm, a Tarrant County Juvenile Board meeting is scheduled in the Jury Check-In room, located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1<sup>st</sup> floor of the Tom Vandergriff Civil Courts Building.

Members of the public who have timely signed up may address the Board on any posted item before or during the Board’s consideration of the posted agenda item(s) for which they sign up. Otherwise, the general public comments not addressed to any agenda item will be heard at the end of the Agenda or when called up for consideration by the Chair.

**The agenda is as follows:**

	<b>Page #</b>
1) Approval of Minutes from the July 16, 2025, Juvenile Board Meeting;	11
2) Consent Agenda – General	n/a
All items with asterisks (*) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately.	
a. Approval of Consent Agenda*	
3) Consent Agenda – Lena Pope Home	n/a
All items with asterisks (**) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented in which case the contested item will be heard separately.	
a. Approval of Consent Agenda**	
4) General Reports and Business:	
a. *Submission of the Tarrant County Juvenile Services Third Quarter Financial Report;	13
b. Consideration to Approve FY2026 Tarrant County Juvenile Services Special Purpose Budgets;	15
1. *FY 2026 Juvenile Service Probation Fees Budget Request	
2. *FY 2026 Children’s Home Budget	
c. Consideration of FY2025 Interim Funding Pending Receipt of Grant Award from Office of the Governor	17
1. **Amendment No. 1 for School Based Delinquency Prevention F2024185 with Lena Pope Home, Inc.;	

	<b>Page #</b>
d. *Consideration of Contract with Behavior Management Systems, Inc. for Handle With Care Training;	18
e. *Consideration of Memorandum of Understanding with Recovery Resource Council for collaborations designed to promote health and wellness for detained youth;	26
f. **Consideration of Memorandum of Understanding for First Offender Program between Lena Pope Home, Inc. and Juvenile Services;	29
g. *Consideration of the State Aid and Targeted Grants Contract and General Grant Requirements Contract for 2026-2027 Biennium between the State of Texas, represented by the Texas Juvenile Justice Department (TJJD) and the Juvenile Board of Tarrant County;	33
h. *Consideration of FY2026 Contract with Dallas County Juvenile Department for Letot Residential Treatment Center for Girls;	72
i. *Consideration of Data Sharing Agreement for School Year 2025-2026 with Fort Worth Independent School District Operating in the Lynn W. Ross Juvenile Detention Center;	88
j. *Consideration of Contract between Bell County Juvenile Services and Tarrant County Juvenile Services for Pre & Post Adjudication Services for Juvenile Offenders;	103
k. *Consideration of Contract between Rite of Passage, Inc. and Tarrant County Juvenile Services for Pre-Adjudication Services;	111
l. Consideration of FY2026 Contracts between Tarrant County Juvenile Services and MHMR of Tarrant County:	122
1. *Systems Navigator Services – MHMR of Tarrant County	
2. *Help Me Thrive (HMT) Navigation and Continuum of Supports – MHMR of Tarrant County	
3. *Youth Mentoring Services – MHMR of Tarrant County	
m. Consideration of FY2026 Contract Renewals:	149
1. **Campus Police Officer – Lena Pope Home, Inc.	
2. **Project Safety and Family Resilience (SAFeR) Services – Lena Pope Home, Inc.	
3. *On-Site Psychiatric Services – MHMR of Tarrant County	
4. *Joint Project – MHMR Case Manager – MHMR of Tarrant County	
5. *On-Site Medical Services – Acclaim Physician Group Inc.	
6. *Out-Patient Treatment Services for Juveniles with Sexual Behavior Problems – Bettering Myself Within Counseling Center (RFP 2023-122)	
7. *Polygraph Services – Wood and Associates	
8. *Pre-Adjudication Respite Care Program – ACH Child and Family Services	
9. *Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing – Integrity Health & Education (RFP 2023-123)	
10. *Pre-Adjudication Services – Collin County	
11. *Residential Services – Collin County	
12. *Residential Services – Sex Offender Treatment Program – Collin County	
n. Consideration of RFP Bid Awards and Related Contracts:	258
1. **Family Preservation Program – Lena Pope Home, Inc. (F2025189)	
2. **Pre-Court and Diversion Family Support Program – Lena Pope Home, Inc. (F2025143)	

	<b>Page #</b>
o. Consideration of Policies and Procedures for Juvenile Services; Policies Requiring Juvenile Board Approval	276
1. *Volunteers and Interns – Selection, Responsibilities, Orientation, and Training	
p. *Receive and File the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) Annual Report for the 2024-2025 School Year;	281
q. Consideration of Designating and/or De-designating Juvenile Processing Offices:	288
1. *Eagle Mountain Saginaw ISD PD	
2. *Mansfield Police Department	
r. Consideration and Action on formally requesting the Texas Juvenile Justice Department to take physical possession of the youth who have been ordered into their care, custody, and control;	n/a
5) Committee Reports and Associated Business:	289
a. Juvenile Services Budget Committee;	
b. Juvenile Services Review Committee;	
c. Agenda Committee; and	
d. Bylaws Committee	
1. Consideration and action on adopting Juvenile Board By-Laws	
2. Consideration and action on adopting Amended Juvenile Board By-Laws	
6) Public Comment;	n/a
Members of the public may address the Board during the meeting if they have emailed the Board's Secretary at <a href="mailto:cmmayo@TarrantCountyTX.gov">cmmayo@TarrantCountyTX.gov</a> requesting to do so before the meeting commences.	
7) Announcements; and	n/a
The next Juvenile Board Meeting is scheduled for Wednesday, September 17, 2025 to be held in the Jury Check-In room located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.	
8) Adjournment	n/a
AK:cm	



## TARRANT COUNTY JUVENILE SERVICES

**RILEY SHAW**  
Director

**RON LEWIS**  
Deputy Director

**DATE:** August 15, 2025  
**MEMO TO:** Honorable Members of the Tarrant County Juvenile Board  
**FROM:** Riley Shaw  
Director of Juvenile Services / Chief Juvenile Probation Officer  
**SUBJECT:** August 20, 2025 - Juvenile Board Meeting

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On Wednesday, August 20, 2025, at 12:15 pm, a Tarrant County Juvenile Board meeting is scheduled in the Jury Check-In room, located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1<sup>st</sup> floor of the Tom Vandergriff Civil Courts Building.

**The agenda is as follows:**

**1) Approval of Minutes from the July 16, 2025 Juvenile Board Meeting;**

**2) Consent Agenda – General**

All items with asterisks (\*) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is resented in which case the contested item will be heard separately.

**a) Approval of Consent Agenda\***

**3) Consent Agenda – Lena Pope Home, Inc.**

All items with asterisks (\*\*) are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is resented in which case the contested item will be heard separately.

**a) Approval of Consent Agenda\*\***

**4) General Reports and Business:**

**a. \*Submission of the Tarrant County Juvenile Services Third Quarter Financial Report;**

The Board packet contains a copy of the FY- 2025, 3<sup>rd</sup> Quarter Financial Report for your review. The report is prepared by Financial Services Supervisor and shows that 75% percent of the fiscal year has passed, and 70% percent of the budget has been expended. Overall, spending is within the projected targets for the 3<sup>rd</sup> Quarter Reporting period and there are no issues concerning the FY 2025 budget.

This information was provided to the Juvenile Services Budget Committee for review and comment prior to the Board meeting. This is an information item only and no action is required by the Board.

**b. Consideration to Approve FY2026 Tarrant County Juvenile Services Special Purpose Budgets:**

The Board Packet includes a copy of the following FY 2026 Juvenile Services Special Purpose Budget documents for your review and approval:

1. \*FY 2026 Juvenile Services Probation Fees Budget Request
2. \*FY 2026 Children’s Home Budget

**Highlights for each budget:**

**Probation Fees Special Purpose Budget – \$43,424 – Board Approval Needed**

- Provides funding for wireless data, Badge Replacement, written translation services, and TBRI implementation and other services.
- \$190,560 projected cash balance for FY 2026

**Children’s Home Special Purpose Budget - \$7,235 – Board Approval Needed**

- Provides funding for activities, games, and entertainment items for youth in the Detention Center.
- \$72,965 projected cash balance for FY 2026.

This information was submitted to the Budget Review Committee for review prior to the board meeting. It is requested that the Board approve the Probation Fees and Children’s Home Budgets for FY 2026.

**c. Consideration of FY2025 Interim Funding Pending Receipt of Grant Award from Office of the Governor**

1. **\*\*Amendment No. 1 for School Based Delinquency Prevention F2024185 with Lena Pope Home, Inc.;**

Each year, if notice of grant funding from the Criminal Justice Division of the Governor’s office is not received by the beginning of the fiscal year, interim funding is utilized to ensure services are not interrupted and the County requires TCJS to identify supplemental funding for each grant. This interim funding will be reimbursed if the grant funds are awarded. Your packet contains information regarding the supplemental funding requirements for the grant. This amendment increases the contract by \$21,244.23. All language has been reviewed and approved by the Criminal District Attorney’s Office. Approval of the contract amendment is requested.

**d. \*Consideration of Contract with Behavior Management Systems, Inc. for Handle with Care Training;**

Handle with Care is the de-escalation and restraint training program the department has adopted for certified juvenile supervision and probation officers. The program is approved by the Texas Juvenile Justice Department and annual training is required for certified officers. This contract is needed for TCJS to maintain its license and use of program materials. The contract has been reviewed by the Criminal District Attorney’s Office. It is requested that the Board approve this contract.

**e. \*Consideration of Memorandum of Understanding with Recovery Resource Council for collaborations designed to promote health and wellness for detained youth;**

This Letter of Agreement supports the utilization of services provided by the Recovery Resource Council to promote health and wellness, and educational programming to prevent the use of alcohol, tobacco, and other drugs for detained youth. The Recovery Resource Council has provided these services to detained youth for several years at no cost. The Agreement has been reviewed by the Criminal District Attorney’s Office. It is requested the Board approve this Agreement.

**f. \*\*Consideration of Memorandum of Understanding for First Offender Program between Lena Pope Home, Inc. and Juvenile Services;**

Section 52.031 of The Texas Family Code allows juvenile boards to establish first offender programs for the referral and disposition of children taken into custody by law enforcement. Lena Pope funds the program through a grant from Office of the Governor, Criminal Justice Division. The program serves as a diversion program for first time offenders referred to Juvenile Services for misdemeanor Class A and B offenses and nonviolent state jail felonies. The Board packet contains a Memorandum of Understanding outlining the responsibilities between Lena Pope Home, Inc. and Tarrant County Juvenile Services for the provision of the First Offender Program. The MOU has been reviewed by the Criminal District Attorney’s Office. It is requested the Board approve this MOU.

**g. \*Consideration of the State Aid and Targeted Grants Contract and General Grant Requirements Contract for 2026-2027 Biennium between the State of Texas, represented by the Texas Juvenile Justice Department (TJJD) and the Juvenile Board of Tarrant County;**

Your packet contains a copy of the FY 2026-2027 State Aid and Targeted Grants Contract for the period of September 1, 2025, through August 31, 2027. The contract delineates the duties and responsibilities of TJJD and the Tarrant County Juvenile Board regarding the distribution, receipt, administration, and expenditure of State Aid and Targeted Grant funding and lists the actual funding amounts for various State funds. The total amount of State Aid for FY2026 is \$10,229,813, a \$678,392 or 7.1% increase above the FY 2025 allocation.

The State Aid contract includes a Salary Adjustment grant for salary supplements in the amount of \$3000.00 or 5 percent, whichever is higher, plus up to 20 percent for fringe benefits to supplement the salary for juvenile probation officers, juvenile supervision officers, supervisory administrators, and chief juvenile probation officers.

**h. \*Consideration of FY2026 Contract with Dallas County Juvenile Department for Letot Residential Treatment Center for Girls;**

Nonsecure residential placement for female offenders. Treatment includes individual and family therapy, ongoing assessments, skill building, psychoeducational programming, individualized educational services, mental health services, substance abuse treatment, and social and recreational activities.

**i. \*Consideration of Data Sharing Agreement with Fort Worth Independent School District for School Year 2025-2026;**

Your packet contains the Data Sharing agreement between FWISD and TCJS related to the MOU at the Lynn W. Ross Detention Center. This document sets forth the data to be shared by and between the parties and the confidentiality provisions related to said data.

**j. \*Consideration of Contract between Bell County Juvenile Services and Tarrant County Juvenile Services for Pre & Post Adjudication Services for Juvenile Offenders;**

The Department desires to enter a Contract with Bell County for pre-adjudication and post-adjudication services as a remedial response to overcrowding in the Lynn W. Ross Juvenile Detention Center. The contract has been approved by the Criminal District Attorney's Office. It is requested that the Board approve the Contract with Bell County for these services.

**k. \*Consideration of Contract between Rite of Passage, Inc. and Tarrant County Juvenile Services for Pre-Adjudication Services;**

The Department desires to enter a Contract with Right of Passage, Inc. for pre-adjudication services located at Lake Granbury Youth Services as a remedial response to overcrowding in the Lynn W. Ross Juvenile Detention Center. The contract has been approved by the Criminal District Attorney's Office. It is requested that the Board approve the Contract with Right of Passage, Inc. for these services.

**l. Consideration of FY2026 Contracts between Tarrant County Juvenile Services and MHMR of Tarrant County:**

**1. \*Systems Navigator Services – MHMR of Tarrant County**

Systems Navigators connect youth and families to services available in the community.

2. \*Help Me Thrive (HMT) Navigation and Continuum of Supports – MHMR of Tarrant County

Help Me Thrive is a program at JJAEP that provides mental health and substance abuse intervention programming on campus.

3. \*Youth Mentoring Services – MHMR of Tarrant County

Youth Mentoring will provide mentoring services in the community. Target population is up to 150 youth. Includes interventions related to gang affiliation and prevention of gun violence.

**m. Consideration of FY2026 Contract Renewals;**

All of the contracts listed below are renewal contracts for services that have been previously approved by the Board. All language has been reviewed and approved by the District Attorney’s Office. Your packet has a copy of each contract. The budget chart on page 149 shows a comparison of the FY 2025 and FY 2026 contract amounts. Adjustments were made to meet the projected need for each service and budget requirements. It is requested that the Board approve all the contract renewals.

1. \*\*Campus Police Officer – Lena Pope Home, Inc.
2. \*\*Project Safety and Family Resilience (SAFeR) Services – Lena Pope Home, Inc.
3. \*On-Site Psychiatric Services – MHMR of Tarrant County
4. \*Joint Project – MHMR Case Manager – MHMR of Tarrant County
5. \*On-Site Medical Services – Acclaim Physician Group Inc.
6. \*Out-Patient Treatment Services for Juveniles with Sexual Behavior Problems – Bettering Myself Within Counseling Center (RFP 2023-122)
7. \*Polygraph Services – Wood and Associates
8. \*Pre-Adjudication Respite Care Program – ACH Child and Family Services
9. \*Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing – Integrity Health & Education (RFP 2023-123)
10. \*Pre-Adjudication Services – Collin County
11. \*Residential Services – Collin County
12. \*Residential Services – Sex Offender Treatment Program – Collin County

**n. Consideration of RFP Bid Awards and Related Contracts:**

Department personnel have worked with the Purchasing Department to release RFPs for the contracts listed below that had no additional renewal periods. All language has been reviewed and approved by the Criminal District Attorney’s Office. It is requested that the Board approve the bid award and the related contract listed below.

1. \*\*Family Preservation Program – Lena Pope Home, Inc. (F2025189)  
Family Preservation provides intensive in-home and 24-hour crisis intervention services to youth and families engaged with probation services.
2. \*\*Pre-Court and Diversion Family Support Program – Lena Pope Home, Inc. (F2025143)  
Family Support is a front-end service delivering assessment, counseling, 24-hour crisis intervention and skills-based training to youth and families prior to adjudication.

**o. Consideration of Policies and Procedures for Juvenile Services;**

The Board Packet contains a spreadsheet listing the policies the Department is submitting for Juvenile Board review and/or approval. The first group of policies are those that must be enacted and approved by the Juvenile Board. The second group of policies includes those enacted and approved by the Chief Administrative Officer/Director pursuant to the Texas Human Resources

Code 152.2262, and/or 37 Texas Administrative Codes 341.300, or to establish standard operating procedures for department employees. The policies have been reviewed by District Attorney in collaboration with juvenile services staff as directed by the Juvenile Board Review Committee.

A copy of the policies that require Juvenile Board approval is included in the Juvenile Board Packet. A copy of the policies enacted and approved by the Chief Administrative Officer/Director were submitted to the Juvenile Board Review Committee for review prior to the Board Meeting and are not included in the board packet. The approved policies and procedures will be posted to the Juvenile Services intranet webpage and made available to all employees.

It is requested that the board approve the list of policies that require Juvenile Board approval and receive and file the list of policies approved and enacted by the Chief Administrator/Director.

#### Policies Requiring Juvenile Board Approval

1. \*Volunteers and Interns – Selection, Responsibilities, Orientation, and Training

**p. \*Receive and File the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) Annual Report for the 2023-2024 School Year;**

TJJD standards require the Board to participated in an annual performance review of the JJAEP to determine the effectiveness of the program. Each year our JJAEP administrator compiles an annual report which is included in your Board materials. Jesus Reyes, Assistant Director of the Specialized Services Unit is available for any questions related to the annual report or program operation. This is information only and no Board action is required.

**q. Consideration of Designating and/or De-designating Juvenile Processing Offices:**

The Board packet contains information from various Police Departments requesting designation and/or de-designation of processing offices for the locations identified in the Board packet. Juvenile Services staff has met with personnel from each agency and has personally visited the new location(s). Approval of the following designations of Juvenile Processing Office is recommended and requested pursuant to TFC 52.025:

1. \*Eagle Mountain Saginaw ISD PD – designating Office B222-10
2. \*Mansfield Police Department – De-Designating Report Writing Room 141 and Briefing Room 140

**r. Consideration and Action on formally requesting the Texas Juvenile Justice Department to take physical possession of the youth who have been ordered into their care, custody, and control;**

**5) Committee Reports:**

- a. Juvenile Services Budget Committee;
- b. Juvenile Services Review Committee;
- c. Agenda Committee; and
- d. Bylaws Committee
  1. Consideration and action on adopting Juvenile Board By-Laws
  2. Consideration and action on adopting Amended Juvenile Board By-Laws

**6) Public Comment;**

Members of the public may address the Board during the meeting if they have emailed the Board's Secretary at [cmmayo@TarrantCountyTx.gov](mailto:cmmayo@TarrantCountyTx.gov) requesting to do so before the meeting commences.

**7) Announcements; and**

The next Juvenile Board Meeting is scheduled for Wednesday, September 17, 2025 to be held in the Jury Check-In room located at 100 N. Calhoun Street, Fort Worth, TX 76196 on the 1st floor of the Tom Vandergriff Civil Courts Building.

**8) Adjournment**

A scheduled meeting of the Tarrant County Juvenile Board was held on Wednesday, July 16, 2025 in the Central Jury Room located at 401 W Belknap Street, Fort Worth, TX 76196 on the Plaza Level of the Tim Curry Criminal Justice Center.

Juvenile Board members present were as follows: Interim Chair – Judge Alex Kim, Judges Douglas Allen, Patricia Bennett, John Chupp, Don Cosby, Megan Fahey, Vincent Giardino, Ruben Gonzalez, Steven Jumes, William Knight, Julie Lugo, James Munford, Susan McCoy, Kenneth Newell, Tim O’Hare, and Melody Wilkinson. Also in attendance were Riley Shaw, Director of Juvenile Services, Ron Lewis Deputy Director, Jesus Reyes, Deputy Assistant Director, and Kim Dixon, Financial Supervisor.

At 12:22 p.m., the meeting was called to order by Judge Kim who advised the first item on the Board’s agenda was the minutes from the May 21, 2025, Board meeting. Judge Kim asked if there were any corrections to the minutes that have been distributed, with there being none the minutes were approved.

Judge Kim acknowledged Ben Travis who signed up to speak on items 4 (b), 4 (e) (6) and 4 (e) (8). Mr. Travis spoke.

Item number one on the agenda was the Consent Agenda – General. A motion was made by Judge Jumes to approve the Consent Agenda – General, and there was a second from Judge Knight. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – General was approved unanimously. Judge Kim Stated that the Interim Chair is not participating.

Item number two on the agenda was the Consent Agenda – Lena Pope Home, Inc. A motion was made by Judge Bennett to approve the Consent Agenda – Lena Pope Home, Inc., and there was a second from Judge Munford. Judge Kim asked if there was any debate and there being none called a vote. The Consent Agenda – Lena Pope Home, Inc. was approved unanimously. Judge Cosby and Judge Kim abstained.

Next on the agenda before the Board was Committee Reports and Associated Business:

- a. Judge Kim acknowledged the Juvenile Services Budget Committee and asked if there was anything to report. There was nothing to report at this time.
- b. Judge Kim acknowledged the Juvenile Services Review Committee. There was nothing to report.
- c. Judge Kim acknowledged the Agenda Committee. There was nothing to report.
- d. Judge Kim acknowledged the Bylaws Committee. There was nothing to report.

Public Comment was item number four on the Board’s agenda. Judge Kim acknowledged Ben Travis who signed up to speak to this item. Mr. Travis spoke.

The last item on the Board’s agenda was announcements. Judge Kim informed to Board that Mr. Shaw has been certified and has received his salary increase. He stated that the Detention population is up and is at capacity for staffing ratios. He mentioned that he met with Texas Juvenile Justice Department (TJJD) staff and Commissioner Ramirez about the youth who have been committed and are awaiting transfer to TJJD. Judge Kim stated that he would like to continue to meet and pressure TJJD to come and get the youth who have been committed due to there being more than 30 awaiting transfer. Some discussion occurred pertaining to the Bylaws and why they were not on the agenda today. Judge Kim stated that due to the importance of the item he wanted to ensure that judges that wished to be present for the discussion could be and that many of the judges were unable to attend this meeting. Discussion then turned to the packet not being posted online. Judge Kim stated that he spoke with Tom Stallings, and they will make sure that it doesn’t happen again. Judge Kim stated that

this will be Ann Diamonds last meeting and that she is retiring. Ms. Diamond stated that she has enjoyed working with all of the departments but especially the judges. A question was asked concerning an escape that occurred during court. Judge Kim stated that a youth that was out of custody ran out through a back hallway and was certain that the youth will be picked up eventually. Judge Kim announced that the next Board meeting is scheduled for August 20, 2025, and will be held in the Commissioner's Courtroom located at 100 E. Weatherford, Fort Worth, Texas 76196 in Suite 502A of the G. K. Maenius Administration Building. There being no further business matters before the Board, a motion to adjourn the meeting by Judge Knight, with a second by Judge Bennett, the meeting adjourned at 12:35 pm.

Respectfully submitted,

Judge Kim  
Juvenile Board Interim Chairperson,  
323rd District Court

**Tarrant County Juvenile Services (TCJS)  
Financial Report – 3<sup>rd</sup> Quarter FY2025**

**() = FY2025 is greater than FY2024**

**% of Year Past → 75%**

TYPE	ACTUAL SPENDING COMPARISON BY QUARTER AND YEAR TO DATE						FY25 3QTR YTD ACTUAL vs FY25 ANNUAL BUDGET			
	3rd Quarter			Year - to - Date			Annual FY25 Budget *	FY25 Actual YTD Spending	Available Budget	% of Budget
	FY2024	FY2025	Change	FY2024	FY2025	Change				
Personnel Expenses	\$ 7,368,707	\$ 7,405,875	\$ (37,169)	\$ 21,878,176	\$ 22,437,064	\$ (558,888)	\$ 29,340,165	\$ 22,437,064	\$ 6,903,101	76%
Materials and Supplies	304,141	208,548	95,593	764,715	590,518	174,197	752,286	590,518	161,768	78%
Rent	58,841	60,018	(1,177)	176,522	180,053	(3,530)	240,070	180,053	60,017	75%
Professional Services	1,558,584	1,319,824	238,760	4,269,932	4,039,052	230,880	8,631,526	4,039,052	4,592,474	47%
Other Expenses	77,803	126,713	(48,910)	442,109	321,419	120,689	469,928	321,419	148,509	68%
<b>GRAND TOTAL</b>	<b>\$ 9,368,075</b>	<b>\$ 9,120,978</b>	<b>\$ 247,097</b>	<b>\$ 27,531,454</b>	<b>\$ 27,568,107</b>	<b>\$ (36,653)</b>	<b>\$ 39,433,975</b>	<b>\$ 27,568,107</b>	<b>\$ 11,865,868</b>	<b>70%</b>

**Personnel Expenses:**

Items included in this category: salaries, fringe benefits, and mileage reimbursements. The average number of employees in the 3<sup>rd</sup> quarter of FY2024 was 260 with the average for FY2025 being 262. Overtime in Detention remains high due to the increase in the average daily population, staff out on workers' compensation, family medical leave absences and/or vacations. Spending for the 3<sup>rd</sup> quarter in this category is at 76%.

**Materials and Supplies:**

Office supplies, dues, equipment maintenance, hygiene supplies, food, etc. are included in this category. Approximately 75% of these expenses are to maintain youth in Detention. Changes in this category are based on the size of and when purchases are made. 78% of the budget was spent during the 3<sup>rd</sup> quarter. The larger average daily population in Detention has resulted in increased spending for food, clothing, bedding, hygiene and custodian supplies.

**Tarrant County Juvenile Services (TCJS)  
Financial Report –3rd Quarter FY2025**

**Rent:**

TCJS is currently responsible for the Juvenile Justice Alternative Education Program lease at the Lena Pope Home. The spending in this category for the 3<sup>rd</sup> quarter is 75%.

**Professional Services:**

This category includes contracts for youth services, (i.e. placement facilities, community programs, and drug testing). Most fluctuate based on the number of youths served. A number of contracts, ie. residential placement, are not being fully utilized resulting in 47% of the budget being spent at this time.

**Other Expenses:**

This category includes transportation, travel, and education for employees. This category is underspent at 68%.

**Note:**

The overall spending for TCJS during the 3<sup>rd</sup> quarter is 70%.

**COMMISSIONERS COURT COMMUNICATION**

Date: 9/16/2025

Page \_\_\_\_\_ of \_\_\_\_\_

**T1000-2026 - JUVENILE PROBATION DISTRICT**

Pursuant to Family Code Section 54.061, the juvenile court, after giving the child, parent, or other person responsible for the child's support a reasonable opportunity to be heard, shall order the child, parent or other person, if financially able to do so, to pay the court a fee of not more than \$15 per month during the period that the child continues on probation.

The court shall deposit the fees received under this section in the county treasury to the credit of a special fund that may be used only for juvenile probation or community-based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision. Expenditures are made from the fund upon approval from the Tarrant County Juvenile Board which is composed of the County Judge and State District Judges having jurisdiction in Tarrant County.

**REVENUE**

499998	Cash Carryforward	\$	225,934
451002	Investment Income		<u>8,050</u>
	<b>Total</b>	<b>\$</b>	<b>233,984</b>

**BUDGET**

*(by Commitment Item Group)*

**Juvenile Services**

Materials & Supplies	\$	8,752
Capital		20,000
Other		14,672
Transfers/Reserves/Debt		<u>190,560</u>
<b>Total</b>	<b>\$</b>	<b>233,984</b>

**BUDGET**

*(Detail)*

**2610110000 - Juvenile Services**

521011	Supplies	\$	2,252
525077	Wireless Data Access		6,500
540000	Capital		20,000
579025	Miscellaneous Expenses (PYD, TBRI, Sp. Events)		14,672
595055	Undesignated		<u>190,560</u>
	<b>Total</b>	<b>\$</b>	<b>233,984</b>

**CAPITAL**

<b>Description</b>	<b>Total Cost</b>
Miscellaneous	<b>\$ 20,000</b>

**COMMISSIONERS COURT COMMUNICATION**

Date: 9/16/2025

Page \_\_\_\_\_ of \_\_\_\_\_

**T0600-2026 - CHILDREN'S HOME TRUST**

This fund was established pursuant to the terms of a will and represents assets held in trust by the County for the use and benefit of parentless children in Tarrant County. The assets are cash, common stocks and preferred stocks in Texas Utilities, Southwestern Public Service and Texas Power and Light Companies.

Policy for this fund was adopted by the Juvenile Board on April 5, 2001. Under the authority of the Tarrant County Juvenile Board, the fund may be expended at the discretion of the Director of Juvenile Services up to a maximum of \$500 for purpose areas conforming to the original bequest on behalf of the needs of children within the care or jurisdiction of Tarrant County, without the approval of the Board. Examples of purpose areas would include clothing, transportation, special activities, recreation, tuition and fees, crafts and project supplies. Prohibited purpose areas would include staff, building expenses or operational support of any kind.

***REVENUE***

499998	Cash Carryforward	\$	76,540
451002	Investment Income		2,660
484005	Donations		<u>1,000</u>
	<b>Total</b>	<b>\$</b>	<b>80,200</b>

***BUDGET***

**2610410000 - Juvenile Detention**

579041	Recreation/Games/Activities	\$	6,735
579025	Miscellaneous (Premium Hygiene Honors Pgm.)	\$	500
595055	Undesignated	\$	72,965
	<b>Total</b>	<b>\$</b>	<b>80,200</b>

STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

School Based Delinquency Prevention  
Service Provider – Lena Pope Home, Inc  
Current Effective Dates: 02/01/25 – 08/31/25

**AMENDMENT NO. 1 TO THE F2024185 SCHOOL BASED DELINQUENCY PREVENTION –  
LENA POPE HOME, INC.**

This contract amendment revises the School Based Delinquency Prevention contract with Lena Pope Home, Inc.

1. Revises the Term by extending the term from ending August 31, 2025 to November 30, 2025.
2. Revises the Cost Section in 4.1 by increasing the total not to exceed amount of the contract from **\$49,570.00** to **\$70,814.23**, an increase of **\$21,244.23**.

The COUNTY will pay PROVIDER no more than an amount of **\$70,814.23**.

All other terms and conditions contained in the original contract for services remain in full effect for the duration of the contract period.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners’ Court Order No. \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Lena Pope Home, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Ashley Barnes Date  
CEO  
3200 Sanguinet Street, Fort Worth, TX 76107

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

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$21,244.23:**

**COUNTY OF TARRANT  
STATE OF TEXAS**

**Grant-2004/G0095-2026/2610115000/59011**

\_\_\_\_\_  
Tim O’Hare Date  
County Judge

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

# **HANDLE WITH CARE**

*Behavior Management System, Inc.*

**Bruce Chapman**  
President

**Hilary Adler**  
Vice President

June 26, 2025

Tarrant County Juvenile Services  
2701 Kimbo Road  
Fort Worth, TX 76111

## **HANDLE WITH CARE CONTRACT**

Below is a contract for licensing and training in Handle With Care's Program.

### **DAY 1 INSTRUCTOR CERTIFICATION TRAINING**

Number of Participants	Up to 11* Instructor-capable staff
Length of Training:	Up to 8 Hours
Cost	\$3,850.00 plus expenses

\*Any Participants over the allotted amount of 11 (not to exceed 14) will be charged an extra \$350.00 per Instructor. Over 14 becomes a 2 day training at a cost of \$3,200.00 per day plus expenses.

**Total Certification Program:                    \$3,850.00 (excluding expenses)**

#### **Expenses**

- Meals for No-Overnight are \$64.00
- Meals for Overnight stay are \$85.00
- Lodging for Overnight is \$167.00
- Auto travel: Mileage billed at the County rate, currently .67 per mile.
- Additional expenses: Airfare, car rental, parking and tolls (billed at actual) (Estimated at: \$700)
- Expenses not to exceed \$1800.00

**AGENCY IS GIVEN COPYRIGHT AUTHORIZATION FOR ONE YEAR.**  
**You may copy the materials for your staff at no additional cost as per license.**

184 McKinstry Road, Gardiner, N.Y. 12525  
(845) 255-4031 • E-mail: [info@handlewithcare.com](mailto:info@handlewithcare.com) • Web Site: [www.handlewithcare.com](http://www.handlewithcare.com)

## **SITE & EQUIPMENT REQUIREMENTS (please read carefully)**

### Physical Training

- Sign in table outside the event room.
- Flip chart, whiteboard or blackboard
- Chairs for participants stacked or around perimeter
- Space to accommodate the number of persons attending
- Flat training area appropriate for the number of participants.
- Any relevant equipment normally used by Entity
- SOFT kneepads (soft e.g. volleyball) for each participant provided by the Entity
- Participants are advised to bring a change of clothing for after training
- Entity is responsible for the reproduction of HWC Materials per Contractual Terms

Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers.

Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program, and should be comfortable going down to and up from the floor.

## **RECERTIFICATION/RETRAINING**

Annual training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. Annual training is required for the entity to maintain its license to use and copy Handle With Care's program and materials. Entities that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC's program and materials.

Entities or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

## **HWC CONTRACTUAL TERMS**

In consideration of participating, attending or receiving access, certification or license to view, evaluate, use, teach or copy HWC's training or materials, Tarrant County Juvenile Services agree as follows:

**Assumption of Risk.** Tarrant County Juvenile Services represents and acknowledges that it is aware that there are inherent risks associated with physical training in behavior management, self-defense & physical restraint and understands that participation in this program entails risks which may result in physical injury, as well as complications arising therefrom, including death. Tarrant County Juvenile Services has had the opportunity to be informed of the content of the training provided by HWC and hereby voluntarily agrees to accept the inherent risks involved.

For purposes of this Contract, 'Handle With Care Behavior Management System, Inc.' includes its owners, directors, officers, independent contractors, and employees (hereinafter collectively referred to herein as 'HWC').

This is a one-year limited use non-exclusive, not-for-resale license and services agreement, not a contract of sale.

## ENTITY OF RECORD

Tarrant County Juvenile Services (hereinafter “Entity” or “Entity of Record”) is the entity contracting for HWC’s Program.

The Entity may only use, teach or copy HWC’s Programming or Materials to Entity employees pursuant to the terms of this contract unless otherwise authorized in writing by HWC.

If Entity contracts with independent contractors to provide employee-type services only on a contractor or casual basis, the Entity may consider those independent contractors as Entity Employees (hereinafter collectively ‘Entity Employees’) provided such staff are subject to these contractual terms and have insurance coverage comparable to that provided by Entity for Entity’s employees. Entity and all Participants agree that Entity's Worker's Compensation coverage shall be primary and that Entity and Participants waive their right to sue HWC for any training or program related injury or cause of action. The Entity contracting for an on-site training may not invite outside entities i.e. agencies, facilities, partnerships, businesses, organizations, persons or schools without HWC’s prior consent.

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

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

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

## OWNERSHIP OF PROGRAM AND TRAINING

Entity agrees that all intellectual and property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided to Entity by HWC are owned by HWC and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. HWC retains all rights not expressly granted to Entity. Nothing in this agreement shall grant to Entity or Employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Entity and

Participant(s) agree that they will not remove, alter or otherwise obstruct any notice of Copyright, Trademark, Patent or other proprietary right.

Entity agrees to ensure that any and all copies permitted under this Agreement shall contain the same copyright and other proprietary notices.

#### OWNERSHIP OF DERIVATIVE WORKS

The creation of derivative works is not permitted except with prior written approval by HWC. Derivative works include but are not limited to video, including cell phone, and audio taping of any training session. If a derivative work is made, then to the extent Entity or its Employee/s created such derivative work(s) of HWC Materials, Program or training, it is agreed that such derivative work(s) shall be the sole and exclusive property of HWC and agree that such derivative work(s) shall be denoted with appropriate HWC Copyright and Trademark notices. Entity further agrees to notify HWC of the existence, discovery or creation of any such derivative work, as soon as practicable, and further agrees to provide a copy of said work immediately upon HWC's request.

#### LICENSING AND CERTIFICATION

**HWC- Verbal Training.** HWC authorizes the Entity Employee(s) to use and teach HWC's Verbal program at Entity. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each Employee receiving Verbal Training. If Entity is ONLY contracting for HWC's Verbal Program, there is no re-/certification requirement; however there is an annual licensing fee.

**Basic Training.** Basic Training licensing and certification authorizes the Entity Employee to use HWC's Verbal or Physical program. Entity Employee must be retrained in the Basic Physical at least annually either by HWC or by one of the Entity's in-house certified Instructors. Verbal refresher training can be provided as needed or as required by law or Entity policy.

**Instructor Training.** Instructor Training licensing and certification authorizes the Entity Employee to use or teach HWC's Verbal or Physical program. Entity Employee must be re-certified as an instructor annually. This re-certification may be accomplished by either sending the Instructor to a seminar conducted by HWC at various locations around the country or the Entity may contract for a qualified HWC Master Trainer to provide on-site (in-house) recertification. Instructor Certification expires one year from date of training, unless extension is granted in advance by Handle With Care in anticipation of a scheduled recertification program.

A 30-day extension is automatically granted. Entities and/or Employees requesting extensions over 30 days will be charged a pro-rated licensing fee beginning after the 30-day grace period.

#### MATERIALS

HWC's Materials may only be distributed to Entity Employees receiving HWC training pursuant to this Agreement. All HWC materials, including manuals, video, and training must contain a Notice of Copyright and Trademark. HWC materials must be kept and maintained separate and distinct from all other materials. Entity agrees that it will ensure that HWC materials, and program will only be used and/or taught by Entity Employees and further agrees that it will take all reasonable steps to ensure that said materials will not be shared with, or disclosed to person's outside Entity, except as permitted pursuant to this Agreement.

Entity agrees to keep up with HWC's currency requirements for In-house Basic and Instructor certifications and, as applicable, recertifications, and updates. If Entity fails to maintain its contractual requirements, HWC retains the right, upon written notice, to revoke any licenses, certification, authorities, rights or permissions granted by HWC.

## PROTECTION OF PROPRIETARY RIGHTS

Entity and/or Entity Employee acknowledge that HWC training and materials are proprietary and confidential and contain trade secrets. Entity is responsible for ensuring that all Entity Employees receiving HWC training or materials, comply with the terms and conditions of this Agreement. Entity agrees to take all reasonable steps to prevent all parties under its control or contract from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the HWC Program, goodwill and/or training other than as expressly authorized by this agreement (including but not limited to reverse engineering, taking components of the program and marketing them under a different name or title, or aiding or abetting anyone else in doing so). Entity and Entity Employee further agree that they will not aid or assist any other person or entity in the use, teaching or reproduction of said training and materials except as authorized under this agreement. Entity or Entity Employee shall promptly notify HWC of any unauthorized use discovered and agree to cooperate with HWC in any action taken by HWC or request by HWC to Entity to terminate any such unlawful or illegal conduct or actions.

## INFORMATION AND MATERIAL REQUESTS.

Requests for HWC training or program information or copies of HWC Materials by outside entities (including attorneys), governmental organizations, non-profits or press, shall be referred to HWC.

## TEXAS PUBLIC INFORMATION ACT

Entity advises HWC that Entity is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. HWC’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Entity to disclose HWC information that may be subject to an exception from disclosure, Entity will (i) promptly notify HWC of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

## POLICY AND COMPLIANCE

Entity of Record and Entity Employees are responsible for knowing and complying with all applicable federal, state and local laws and regulations (hereinafter “Law”) including those regarding the use (and reporting) of physical restraint. In the event there are variances between HWC and the Law, the Entity of Record and/or Employee shall follow the Law.

## PROGRAM ADHERENCE

In no instance shall HWC’s techniques or holding methods be used unlawfully or for punishment. Entity agrees to take all steps reasonably necessary to ensure that any Entity staff who restrains another person using HWC’s program fully understands and will abide by all of the safety precautions, safety protocols, advisories and warnings in HWC’s Training Program and Materials.

## INDEMNITY

HWC and/or their directors, officers, volunteers, representatives, independent contractors and employees are NOT responsible for the errors, omissions, acts, negligence or failure to act of any party, participant or entity using or conducting HWC training on behalf of themselves or the Entity. To the extent permitted by the Texas Constitution laws, and rules, and without waiving any immunities or defenses available to the

Entity as a governmental entity, the Entity shall hold HWC harmless from and against damages, liabilities, losses, judgments, costs, and expenses caused by the negligent acts, gross negligence, culpable acts, errors or omissions of Entity and/or Entity Employees. The Entity shall reimburse HWC for its reasonable attorney fees if HWC is the prevailing party in a formal administrative or judicial action against Entity to collect an invoice payment or interest that is due.

#### CHOICE OF LAW

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

#### DISCLOSURE OF INTERESTED PARTIES

“Handle With Care Behavior Management Systems, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment “A”, with the Texas Ethics Commission as required by law”.

#### ADDITIONAL REQUIREMENTS

Handle With Care Behavior Management System, Inc. verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

#### CANCELLATION POLICY

GENERAL. Entity and/or Employee are required to give HWC 30-days advance notice if they need to reschedule or cancel scheduled dates, unless otherwise agreed to in writing. If HWC has booked travel arrangements, i.e, airline, hotel, car rental, etc. in reliance on a contract or scheduled training dates and the Entity cancels the training, Entity is responsible for unrefunded travel fees.

WEATHER OR UNFORESEEABLE CIRCUMSTANCE. Scheduled trainings sometimes need to be cancelled due to weather conditions. If inclement weather will likely prohibit the registrants and/or the trainers from attending, HWC shall have the right to reschedule. HWC will make reasonable efforts to phone or email all registrants to inform of the cancellation. Once the training is underway, it is most likely that it will continue to completion as scheduled. HWC will allow registrants to attend an alternate training if s/he cannot attend due to inclement weather or other good cause. HWC shall not be responsible for travel expenses of the Entity of Record, registrants or Employees, for any reason.

HWC reserves the right to cancel or reschedule trainings at any time. If HWC cancels or reschedules the training for any reason, including, but not limited to weather, injury or illness of HWC's staff, or other circumstances, HWC will credit or refund the full amount of training. HWC is not responsible for non-HWC travel arrangements, travel fees, or any expenses incurred by the Entity or Employees.

#### TERMINATION

In the event Entity or Entity Employees do not maintain their license or certification(s) according to the provisions in this Agreement, then this Agreement terminates and Entity and/or Entity Employee shall discontinue all use of HWC's Program or Materials.

In the event ENTITY is overdue on any fees, charges, disbursements or expenses as set forth in this agreement, and fails to cure within 15 days of written notice, HWC shall have the right to terminate this agreement, at its sole discretion.

In the event one party materially breaches the terms of this agreement, the other party may terminate this

agreement after giving a written notice to the breaching party informing them of the breach; breaching party shall be entitled to cure the breach within 30 days of receipt of notification.

HWC retains the right to immediately terminate this agreement if Entity engages in an act or acts which bring HWC or its principles into public disrepute, contempt, scandal or ridicule, or fails to comply with quality assurance and training requirements or uses excessive or unlawful force.

In the event of termination, all copies of HWC's Materials must be destroyed or immediately returned to HWC, at HWC's option.

The rights and obligations under the section entitled "Protection of Proprietary Rights" shall survive any termination and continue to bind the parties to the agreements contained therein.

#### PAYMENT

The Entity agrees to supply any information, documents and/or purchase orders needed to process payment. If a purchase order or other documentation is required, Entity is responsible to supply said documentation in a form acceptable to HWC. If documents or purchase orders are required but not provided, the Entity hereby agrees to pay for services received (and/or costs incurred by HWC) according to HWC's terms then in effect. The Entity agrees to supply any information needed to process payment in a timely manner.

Payment is late if not received 30 days from the time training is delivered. Late fees at the statutory interest rate set forth in Texas Government Code Sec. 2251.025 shall be imposed after 30 days; Entity agrees to pay any costs or expenses incurred by HWC in collecting same, including reasonable attorney's fees and expenses.

#### RIGHTS AND REMEDIES

The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### SERVERABILITY

In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.

#### NO REPRESENTATIONS

This Agreement constitutes the entire Agreement and supersedes all prior agreements between the HWC and Entity in respect to the subject matter herein. HWC has made no representations or promises in respect to the Training which is the subject of this agreement except those contained herein, and those, if any, contained in some written communication to Entity, signed by an officer of HWC.

Respectfully submitted;



Bruce Chapman  
President  
BC:ha



**OUR MISSION**

To promote wellness and recovery from disorders relating to alcohol, substance use, trauma, and mental health.

**BOARD OF DIRECTORS**

Paul Boyd, Board Chair  
Rosa Maria Berdeja, Vice Chair  
Sarah Caldwell, Finance Chair  
Tanisia Castillo-Queppet  
Butch Clemons  
Ali Crocker Russell  
Bryce Dahm  
Jesse Galvan  
Stephen Gomez  
Brenda Matamoros-Beveridge  
Michael McMillan  
Stephanie Rabey  
Marshall Ryan  
Eric Spomer  
Lance Sumpter  
Stephen Taylor  
Kenn Webb

**CHIEF EXECUTIVE OFFICER**

Eric Niedermayer

**WEST CAMPUS**

**Mailing Address:**  
P.O. Box 7020  
Fort Worth, TX 76111  
**Temporary Office:**  
403 N Sylvania Ave  
Fort Worth, TX 76111

**EAST CAMPUS**

1822 Cadiz St  
Dallas, TX 75201

**NORTH CAMPUS**

306 North Loop 288  
Denton, TX 76209



**CONTACT**

recoverycouncil.org  
817-332-6329  
development@recoverycouncil.org

This Memorandum of Understanding is entered into by Recovery Resource Council and **Tarrant County Juvenile Services** for the purpose of collaborations designed to promote health and wellness and prevent the use of alcohol, tobacco and other drugs.

**Recovery Resource Council agrees to:**

- Communicate and share relevant information to Recovery Resource Council's service provision areas, community and regional resources and identified gaps in services
- Coordinate with **Tarrant County Juvenile Services** in an effort to address identified gaps in services and/or service area needs
- Accept referrals from **Tarrant County Juvenile Services** to provide outreach, screening, assessment and referrals of youth and families identified with additional needs
- Provide other services offered by recovery Resource Council for those appropriately identified and referred by **Tarrant County Juvenile Services**
- Refer and assist youth and/or families in accessing services provided by **Tarrant County Juvenile Services**
- Acknowledge and abide by **Tarrant County Juvenile Services** policies
- **Recovery Resource Council** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in attachment "A", with the Texas Ethics Commission as required by law

**Tarrant County Juvenile Services agrees to:**

- Communicate and share relevant information on service provision areas, community and regional resources and identified gaps in services
- Coordinate with Recovery Resource Council in an effort to address identified gaps in services
- Provide appropriate services for those youth and/or families identified and referred by Recovery Resource Council as meeting criteria for **Tarrant County Juvenile Services** programs
- Refer and assist youth and/or families in accessing services provided by Recovery Resource Council
- Acknowledge and abide by Recovery Resource Council's confidentiality policies

**Memorandum of Understanding  
September 1, 2025 - August 31, 2028**

<hr/>	
<b>Tarrant County Juvenile Services Representative, Title</b>	<b>Date</b>
<i>Eric Niedermayer</i>	8/13/2025
<hr/>	
<b>Eric Niedermayer, CEO, Recovery Resource Council</b>	<b>Date</b>



# LENA POPE

## Memorandum of Understanding

### Re: First Offender Program Services

#### I. Purpose of Agreement

It is the purpose of this Memorandum of Understanding to facilitate and formalize responsibilities between Lena Pope Home, Inc. and Tarrant County Juvenile Services specifically related to providing diversionary services for first time offenders referred to Tarrant County Juvenile Services for Misdemeanor Class A and B offenses and non-violent state jail felonies.

#### II. Responsibilities of Lena Pope Home, Inc.

Lena Pope Home, Inc. is responsible for:

1. Providing a First Offender Program for Tarrant County youth and families using the Second Opportunity for Success® (SOS) model.
2. Accepting referrals for first time youth offenders who are referred for an eligible offense.
3. Contacting the family of first time offenders to schedule a date for the youth to enroll in services.
4. Providing 7 weeks of skills-based groups and 90 days of follow up visits post group sessions. Follow up visits will be conducted at 30-days, 60-days, and 90-days post group.
5. Tracking program demographics and outcome data.
6. Maintaining client files and tracking service provision in client database, Insync.
7. Regularly communicating with Tarrant County Juvenile Services Probation Officers to provide updates on youth progress.
8. Referring youth who do not successfully complete the requirements of the program back to Tarrant County Juvenile Services.
9. Providing resource coordination for youth and their families who need additional community services.
10. Complying with HIPPA requirements that involve Protected Health Information (PHI) that is accessed, maintained, transmitted, used or disclosed during service provision.

### **III. Responsibilities of Tarrant County Juvenile Services:**

Tarrant County Juvenile Services is responsible for:

1. Referring first time offender youth who have committed an eligible offense to Lena Pope's Second Opportunity for Success® Program.
2. Notifying the youth and their family of the referral to the Second Opportunity for Success® Program.
3. Maintaining regular communication with Lena Pope staff to discuss youth progress and additional needs.
4. Providing recidivism data for first offender youth enrolled in the Second Opportunity for Success® Program.
5. Complying with HIPPA requirements that involve Protected Health Information (PHI) that is accessed, maintained, transmitted, used or disclosed during service provision.

### **Terms of this Agreement**

Lena Pope Home, Inc., located at 3200 Sanguinet Street, Fort Worth, Texas, agrees to enter into a Memorandum of Understanding with Tarrant County Juvenile Services located at 2701 Kimbo Rd., Fort Worth, TX 76111.

This agreement begins on October 1, 2025 and concludes on September 30, 2026.

Service provision through this agreement is contingent upon the availability of funds.

Either party may terminate their participation in this agreement upon forty-five (45) days written notice to Lena Pope Home, Inc.

This document supersedes any previous oral or written agreement.

Ashley Barnes, PhD  
Lena Pope Home, Inc.  
Signature

CEO  
Title

7/25/25  
Date

\_\_\_\_\_  
Tarrant County Juvenile Service  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





Texas Juvenile Justice Department

## State Aid and Targeted Grants Contract and General Grant Requirements

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called "TJJD," and the juvenile board of Tarrant County/Judicial District, hereinafter called "Grantee" for the period of September 1, 2025, through August 31, 2027 ("Contract Period"). In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TJJD and Grantee agree as follows:

### I. PURPOSE, SCOPE, AND STRUCTURE OF CONTRACT.

- 1.1 **Purpose and Scope of Contract.** The purpose of the State Aid and Targeted Grants Contract and General Grant Requirements ("Contract") is to delineate the duties and responsibilities of both TJJD and Grantee regarding the distribution, receipt, administration, and expenditure of State Aid and Targeted Grant funding under the applicable grants referenced herein.
- 1.2 **Contract Structure.** The Contract sets forth the basic requirements, duties, and responsibilities of TJJD and Grantee. It is supplemented by the documents attached hereto and incorporated by reference in Section II. The General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants (the "General Grant Requirements"), attached hereto as Exhibit A, contain provisions that apply to all State Aid Grants and Targeted Grants awarded or distributed to Grantee under this Contract. Additionally, each Targeted Grant (identified by letter, e.g. "Grant B") outlines requirements for the administration of that particular grant and is also hereby incorporated by reference. The Contract and all documents incorporated herein, should, to the extent there is no conflict, be read and interpreted as a single document. Grantee shall be bound by the duties, responsibilities, and requirements of each part of this Contract. If a provision contained in the General Grant Requirements conflicts with a provision in a Targeted Grant, the Targeted Grant provision controls.

### II. INCORPORATED DOCUMENTS.

2.1. **Incorporated Documents.** The following documents attached hereto and incorporated herein:

#### 2.1.1. Exhibits.

2.1.1.1. Exhibit A. *General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants*

2.1.1.2. Exhibit B. *Juvenile Board Resolution*

#### 2.1.2. Appendices.

2.1.2.1. Appendix I. *General Principles for Determining Allowable Costs*

2.1.2.2. Appendix II. *Uniform Assurances by Local Governments*

2.2. **Documents Incorporated by Reference.** The following documents, or portions of documents, are incorporated by reference into this Contract.

2.2.1. **Requests for Proposal.** Requests for proposal are TJJD Requests for Proposal (RFPs) and/or Requests for Application (RFAs) that solicit applications in connection with any grant offered by TJJD.

- 2.2.2. **TJJD Grants Portal (FLUXX).** FLUXX is a web-based software application used to facilitate the online application, performance reporting, management, and expenditure reporting of the Contract and of all grants administered by TJJD. Grantee shall use FLUXX as directed by TJJD to complete fiscal processes associated with this Contract, such as the online submission of the budget application, grant plans, and program expenditure reports. Grantee shall submit a *TJJD Grants Portal User Authorization Form* in the format specified by TJJD in order to gain secure access to the FLUXX system. TJJD shall establish the minimum system requirements necessary for Grantee to access the online application.
- 2.2.3. **37 Texas Administrative Code Chapters 341-359.** 37 Texas Administrative Code Chapters 341-359 set forth the standards of compliance expected from Grantee and used by TJJD to monitor and inspect for compliance. Unless precluded by law, the standards shall control if a conflict exists with the provisions of this Contract, the General Grant Requirements, the Targeted Grant requirements, or other documents incorporated into this Contract.
- 2.2.4. **Targeted Grants.** The terms and conditions of all Targeted Grants entered into by Grantee throughout the duration of this Contract.
- 2.2.5. **Texas Grant Management Standards.** Although TJJD has attempted to highlight the most relevant rules and guidelines through this Contract, Grantee must abide by the Texas Grant Management Standards (TxGMS), adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code.
- 2.2.6. **State Assurances.** By accepting the terms and conditions of this grant, Grantee certifies that Grantee complies with the required assurances listed in Appendix II.

III. **DEFINITIONS.** The following words and terms, when used in this Contract, shall have the following meanings unless the context clearly indicates otherwise.

- 3.1. **Authorized Designee.** Any person, entity, state agency, or federal agency to whom or to which authority has been contractually or statutorily delegated to act in cooperation or consultation with TJJD regarding any program or service provided under any grant.
- 3.2. **Caseload.** The juveniles for whom a certified juvenile probation officer is authorized under TJJD's standards to provide probation supervision and services.
- 3.3. **Commitment Diversion Eligible Population.** Juveniles who have been formally referred to and disposed by the probation department or court and who are being supervised on deferred prosecution or court-ordered probation.
- 3.4. **Community-Based Program.** An array of rehabilitation services for juveniles and their families provided in local communities, including, but not limited to, Youth Services and Residential Services, transition programs, and aftercare services.
- 3.5. **Compliance Monitoring, Enforcement, and Tracking System (COMETS).** An automated internal system developed by TJJD that consists of an extensive database to track compliance requirements, instances of non-compliance, monitoring reports, citations, corrective actions, and sanctions imposed by TJJD.
- 3.6. **Directed Grants.** A grant that TJJD is directed by the Texas Legislature to provide to specific juvenile probation departments or for specific purposes.
- 3.7. **Discretionary State Aid (DSA).** A grant created to comply with Human Resources Code (HRC) Section 223.001(c). DSA supports residential and community programs and services that are operated by one or more juvenile probation departments, that have a clearly defined specialized target population based on risk and needs, that use research-based practices, and that have well-defined recidivism reduction goals.

- 3.7.1 **Community Project.** Juvenile probation department or regional programs and services provided in a non-residential setting that are evidence-based and meant to improve a juvenile probation department's ability to serve juveniles locally, improve outcomes, and decrease the likelihood of out-of-home placement or commitment to TJJD.
- 3.7.2 **Detention Project.** This program provides targeted grants to support public safety through appropriate detention of juveniles in the juvenile probation system.
- 3.7.3 **Prevention and Intervention Services.** Prevention and intervention programs and services are intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system.
- 3.7.4 **Regional Diversion Alternatives.** Individual juvenile placements, programs, and services intended to divert appropriate juveniles from commitment to TJJD.
- 3.7.5 **Residential Project.** Juvenile probation department program or service that is either created or enhanced, provided in an out-of-home placement, evidence-based, and meant to improve a region's ability to serve juveniles locally, improve outcomes, and decrease the likelihood of commitment to TJJD.
- 3.8. **Equipment.** An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by Grantee for financial statement purposes or five thousand dollars (\$5,000).
- 3.9. **External Contract.** A contract that is established between Grantee and a private entity for the purpose of defining the terms under which the private entity will provide administrative or juvenile services or other goods or services for Grantee.
- 3.10. **Fiscal Officer.** A county or district auditor or treasurer or their designee, provided the designee is a qualified accountant or bookkeeper who is not an employee of Grantee.
- 3.11. **Formal Referral.** A formal referral occurs when all three of the following conditions exist:
  - 3.11.1 delinquent conduct, conduct indicating a need for supervision, or violation of probation was allegedly committed
  - 3.11.2 the juvenile court served by the juvenile probation department has jurisdiction; and
  - 3.11.3 the officer or official designated by Grantee has either:
    - a. made face-to-face contact with the juvenile and the alleged conduct has been presented as the reason for this contact; or
    - b. been given written or verbal authorization to detain the juvenile.
- 3.12. **Inter-County Transfer Officer.** The person designated by the Chief Administrative Officer to act as the contact for all matters involving the transfer of juvenile probation supervision between counties.
- 3.13. **Inter-County Contract.** A contract that is established between two or more counties as authorized by Chapter 771, Government Code, for the purpose of defining terms under which one county will provide administrative or juvenile services or other goods or services for the other county or counties that are parties to the contract.
- 3.14. **Juvenile Justice Program.** A program or department that:
  - 3.14.1 serves juveniles under juvenile court or juvenile board jurisdiction; and;
  - 3.14.2 is operated solely or partly by the governing board, by a juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
    - a. juvenile justice alternative education programs;
    - b. non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court or the juvenile board;

c. juvenile probation departments.

3.15. **Juvenile Probation Services.** Juvenile Probation Services are:

- 3.15.1 services provided by or under the direction of a juvenile probation officer in response to an order issued by a juvenile court and under the court's direction, including: protective services; prevention of delinquent conduct and conduct indicating a need for supervision; diversion; foster care; counseling; supervision; and diagnostic, correctional, and educational services;
- 3.15.2 services provided by a juvenile probation department that are related to the operation of a pre- adjudication or secure or non-secure post-adjudication correctional facility or other residential placement facility; and
- 3.15.3 pre-adjudication services, including intake services, pre-court monitoring, deferred prosecution, and other services authorized by the juvenile board for juveniles under its jurisdiction prior to appearance before a court or prior to disposition.

3.16. **Licensed Mental Health Professional (LMHP).** A LMHP is able to perform the functions of an MHP, but an MHP may not be qualified to perform the functions of an LMHP.

3.17. **Mental Health Professional (MHP).** An individual who is designated to provide mental health case management and related services for which licensure is not required.

3.17.1 **Mental Health Screening, Assessment, and Evaluation.** The process of identifying juveniles as having a mental health diagnosis or mental health need, including conducting psychological and psychiatric evaluations. Mental health diagnoses must be made by appropriately trained and licensed mental health providers.

3.17.2 **Behavior Interventions.** Treatment Interventions for juveniles with mental health diagnoses or sexual behavior treatment needs that are designed to increase socially-adaptive behaviors and to decrease maladaptive behaviors. Substance abuse treatment is not in and of itself considered a behavior intervention under this definition, even though it may be provided as secondary treatment to mental health or sexual behavior treatment.

3.17.3 **Mental Health Programs.** Mental health case management, including, but not limited to, counseling (individual, family, and group), skills training, wrap-around services, and placement for the purposes of addressing identified mental health needs.

3.17.4 **Medications.** Psychotropic medications and medications associated with treating a diagnosed mental health condition.

3.18. **Mental Health Services and Programs.** All services necessary to treat, care for, supervise, and rehabilitate juveniles with mental health needs, including:

3.19. **Mental Health Need.** The identification and establishment of a mental health need is consistent with the Department of State Health Services Children's Mental Health Services Criteria. This includes juveniles who have a diagnosis of mental illness (according to the most recent version of the Diagnostic and Statistical Manual) and juveniles who exhibit serious emotional, behavioral, or mental disorders and who: (1) have a serious functional impairment; (2) are

at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of serious emotional disturbance. The definition does not include juveniles with a single diagnosis of substance abuse, intellectual developmental disorder, or autism spectrum disorder.

- 3.20. **Non-Compliance Citation Report (NCCR).** A report creating a written record of Grantee's non-compliance with a Contract requirement, which includes requirements of those documents incorporated by reference. Results of a non-compliance report for purposes of this grant contract are detailed in Section 7.5.1. of this document. Non-compliance reports for Title 37 Texas Administrative Code requirements may have different results, which are not within the scope of this document.
- 3.21. **Outcome Measure.** Expected program outcomes that ensure the program's goal statement is being fulfilled. They are the measures identified by TJJD that will be used to determine grant performance.
- 3.22. **Output Measures.** Measurable components of the program's activities that are tracked to ensure the program is being implemented with fidelity. Examples include, but are not limited to: number of juveniles served, attendance rates, number of activity sessions, and duration of activity sessions.
- 3.23. **Post-Adjudication Residential Placement Facility.** A post-adjudication secure correctional facility, a post-adjudication non-secure correctional facility, a residential child-care facility, an out-of-state residential placement facility, or any other government-licensed or registered residential placement facility in which a child is ordered placed by the juvenile court as part of a disposition to probation.
- 3.24. **Probation Program.** An array of planned or coordinated activities for juveniles and their families, including, but not limited to, residential programs, community-based programs, transition programs, and aftercare programs that have a curriculum or follow a strategy or plan while addressing a specific purpose or goal and have a measurable objective and outcome.
- 3.25. **Progressive Sanctions Model.** A set of recommended graduated dispositional guidelines defined in Chapter 59, Texas Family Code. The progressive sanctions model provides uniform and consistent standards in juvenile case dispositions, taking into account the seriousness of conduct, history of delinquent conduct, previous interventions, special treatment/training needs, and special circumstances of the juvenile.
- 3.26. **Project Director.** The individual designated by the juvenile board or chief administrative officer who is to be responsible for the administration and coordination of grant funds in accordance with this Contract, the general grant requirements, and applicable Targeted Grant requirements.
- 3.27. **Recidivism.** Reflects the re-offense recidivism rate within a set period of time from a juvenile's last exit from a post-adjudication residential placement facility. A juvenile may be represented in multiple fiscal years, but only once within a fiscal year. A juvenile is considered a Re-Offense recidivist if the juvenile was arrested or referred for a subsequent Class B misdemeanor offense or an offense of higher severity within one year of their placement date out. Steps are taken to ensure the alleged offense date also occurred after the placement exit date to represent a true recidivism event.
- 3.28. **Recommendation.** The course of action or option that the probation officer and department recommend or present to the juvenile court as the most appropriate dispositional option for a juvenile offender that, in the professional judgment of the probation officer, is in the best interest of the juvenile and society.
- 3.29. **Research-Driven Practices.** Methodologies, dosages, and techniques that have been shown through research studies to have a positive impact on recidivism.
- 3.30. **Residential Child-Care Facility.** A facility licensed or approved by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility for the entirety of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers. The term includes child-care

institutions, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes.

- 3.31. **Residential Placement Cost.** The cost per day for a juvenile placement in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility, or an out-of-state facility that allows for the residential placement of children and is licensed, certified, or otherwise regulated by a governmental entity in the state where the facility is located.
- 3.32. **Service Provider.** A public or private vendor that is funded in whole or in part using grant funds and obligated under the terms of a contract with Grantee to provide goods and/or services for the operation, management, or administration of juvenile probation services or juvenile justice programs.
- 3.33. **Staff Services.** Staff services are defined to include only:
  - 3.33.1. salaries and fringe benefits for staff employed by the juvenile probation department under the direction of Grantee;
  - 3.33.2. travel reimbursement for juvenile probation department staff for the provision of juvenile probation services; and
  - 3.33.3. juvenile justice program operating expenses (e.g., postage, telephone, office supplies, printing, and other costs) directly related to juvenile probation services and administration.
- 3.34. **State Aid Grants.** State Aid Grants are available to all juvenile probation departments. Funding allocation is determined based on an approved formula for both years of the biennium. Component areas differ by eligible/target population and programmatic focus but are grouped together to allow maximum flexibility in application of funds between grants.
- 3.35. **Targeted Grants.** Targeted Grants are offered on the basis of specific eligibility criteria. Targeted Grants differ by population and focus and are designed to target funding to specific areas, with no shifting of funds between grants.
- 3.36. **Target Population for Mental Health Services.** Juveniles under the jurisdiction of Grantee who need a mental health assessment and those juveniles identified through assessment as needing mental health treatment services, programs, and/or placement for the purpose of addressing identified mental health needs.
- 3.37. **Target Population for Project.** A specific population for which the program was designed. It is the population for each program as defined in the grant application.
- 3.38. **Trauma Responsive.** An organization's structure is infused with, and its staff are trained in and consistently demonstrate, the best practices to support a juvenile who has experienced trauma.
- 3.39. **Treatment Hours.** The number of hours of direct clinical/treatment services provided to a juvenile under the jurisdiction of the juvenile court or juvenile board. Treatment hours may only be counted when services are provided by a licensed mental health professional (LMHP) or mental health professional (MHP).
- 3.40. **Youth Services.** A one-time event that provides help, assistance, or support to meet a juvenile's immediate needs (e.g., clothing, educational testing, medical or dental care) while the juvenile is in placement or in the community.

#### IV. OBLIGATIONS AND RESPONSIBILITIES OF TJJD.

- 4.1. **Monthly Payments.** TJJD shall make grant payments for the State Aid grant during the term of this Contract in eleven (11) monthly installments during each state fiscal year. The first payment to Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2 and 4.3, below.
- 4.2. **Lump Sum Payments.** Prior to the beginning of the first year of the biennium, TJJD shall provide written notice of any subsequent allocation amounts that may be available to Grantee. TJJD shall disburse any additional funds awarded under the programs shown below in a lump sum payment.

4.3. **Reimbursement Payments.** TJJD shall, to the extent funds are available, reimburse Grantee for eligible claims presented for payment if TJJD determines the requirements for reimbursement have been met. Claims under this Contract may only be made for the period this Contract is in effect. Reimbursement programs include the following:

4.3.1. **Detention Reimbursement Program (DRA or DET).** In accordance with specific grant requirements, TJJD shall reimburse Grantee under DRA for approved detention expenses up to \$150 per day of the eligible time period. Upon review and approval of documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment.

4.3.2. **Juvenile Justice Alternative Education Program - Mandatory (JJAEP Reimbursement Program).** Grantees eligible for reimbursements under JJAEP Reimbursement Program shall receive a share of the initial distribution. The distribution will be based on each Grantee's share of the total juvenile population for each school year for the current Contract Period. Additional funds will be distributed at a rate not to exceed the limit provided in the current General Appropriations Act per eligible student attendance day for students to whom mandatory expulsion under Chapter 37, Texas Education Code, applies and who also meet the Targeted Grant requirements. Grantee is ineligible to receive the additional funds until the initial amount allocated is matched per eligible student attendance day. Payments to Grantee shall be limited to no more than one hundred eighty (180) days of operation during each regular school year for the current Contract Period. Depending on available funds, Grantee may be eligible to receive payments for up to thirty-five (35) days of operation during each summer for the current Contract Period.

4.3.3. **Regional Diversion Alternatives (RDA).** In accordance with the specific grant requirements, TJJD shall reimburse Grantee under RDA for approved Individual Diversion Plan expenses up to one hundred percent (100%) of the maximum allowable budget of the approved plan. Upon review and approval of documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment. Expenditures for a specific program or service in an approved Individual Diversion Plan that exceed the cost identified in the Plan are not reimbursable except as approved by an amendment to the Plan. All costs must be reasonable, allowable, and properly allocated to the provision of programs and services identified in the approved Individual Diversion Plan.

4.3.4. **Title IV-E Federal Foster Care Reimbursement Program.** TJJD shall reimburse Grantee the maximum federal dollar share for the following: foster care maintenance for eligible juvenile probation children, foster care candidates, and direct and enhanced administrative costs. Upon review and approval of supporting documentation, TJJD shall reimburse Grantee as requests for reimbursement are presented for payment, provided there is sufficient Title IV-E grant award authority against which to process presented claims and provided said funds are being reimbursed to TJJD by the Texas Department of Family and Protective Services (DFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable, and properly allocated for support of the foster care program and Grantee must comply with all requirements contained in "Title IV-E Federal Foster Care Program Requirements." Claims for foster care maintenance or administrative costs are not eligible for reimbursement if the basis of the claim has funding from any other federal source.

## V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

5.1. **Process to Receive Grant Funds.** In order to be eligible to receive grant funds, Grantee shall: (1) submit a budget to TJJD; (2) receive approval from TJJD for the budget submitted; and (3) submit a fully executed Contract to TJJD.

5.2. **Active Juvenile Officer Certification.** The individual juvenile officer and the employing or contracting Grantee shall ensure that all officers maintain their certifications as required under all relevant chapters of Title 37, Texas Administrative Code.

- 5.3. **Compliance Systems.** Grantee shall implement and use the required compliance systems and adhere to the policies, procedures, and requirements relating to COMETS, if applicable. Grantee shall use COMETS or other method determined by TJJD, to respond to any citation of noncompliance.
- 5.4. **Notice of Suit.** If Grantee and/or its employees, contractors, or service providers are named as a party in a civil lawsuit or criminal proceeding that relates to the operation of a juvenile justice program, pre-adjudication secure juvenile detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, non-secure correctional facility, or any other facility operated by or under the authority of Grantee, Grantee shall notify TJJD within 5 calendar days of receiving notice of the lawsuit or criminal proceeding.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs, and Facilities.** Before Grantee enters into any contract or subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, Grantee shall ensure that the qualifications of the contractor or subcontractor are adequate to ensure the contractor or subcontractor will perform and meet the terms of this Contract and the provisions contained herein in their entirety as well as all applicable standards and laws. All contracts or subcontracts entered into by Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract and applicable law and regulation. Grantee shall be solely responsible to TJJD for the performance of any contractor or subcontractor under this Contract.
- 5.6. **Health and Safety of Juveniles.** Grantee shall provide juvenile probation programs and services to juveniles under the jurisdiction of the juvenile court(s) within Grantee's jurisdiction and shall ensure all programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all juveniles being served. TJJD may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding, or impose any other sanctions available under this Contract, administrative rules, or other applicable laws for failure to protect the health and safety of juveniles.
- 5.7. **Facility Registration and Staffing Requirements.** Grantee shall not place a juvenile in a short-term detention facility, a pre-adjudication secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility unless that facility is registered with TJJD and all staff members have the appropriate certifications for their positions, as outlined in relevant chapters of 37 Texas Administrative Code.

## VI. ACCOUNTING, REPORTING, AUDITING REQUIREMENTS, AND FINANCIAL ASSURANCE REQUIREMENTS FOR GRANT FUNDS.

- 6.1. Grantee shall follow the accounting, reporting, auditing, and financial assurance requirements contained in this Contract. Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable TJJD and State of Texas requirements, including, but not limited to, Texas Grant Management Standards set by the Texas Comptroller.
- 6.2. Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. Grantee's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall include a clause concerning the authority of the state auditor to audit funds and the requirement to cooperate in any subcontract it awards.

## VII. GENERAL PROVISIONS, SANCTIONS, AND PENALTIES.

- 7.1. **Term.** This Contract shall be in force from September 1, 2025, through August 31, 2027, and, depending on the availability of funding, may be renewed for subsequent 2-year terms (biennia) thereafter upon mutual, written agreement of the parties.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. TJJD makes no express or implied representation or guarantee of continued or future funding under this Contract. TJJD has, as of the date of the

execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current Contract Period. Grantee acknowledges TJJJ's authority to make such payments is contingent upon the Texas Legislature's appropriation to TJJJ of sufficient funds and the availability of funds to TJJJ for such purpose. If the State of Texas or the federal government terminates its appropriation through TJJJ or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder or the funds are otherwise unavailable, TJJJ may immediately and without penalty reduce payments or terminate this Contract in whole or in part. Upon termination of the Contract or reduction of payments, Grantee shall return to TJJJ any unexpended funds already disbursed to Grantee. Neither TJJJ nor the State of Texas shall incur liability for damages or any loss that may be caused or associated with such termination or reduction of payments. TJJJ is not required to give prior notice for termination or reduction of payments.

- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference constitute the complete and final agreement between TJJJ and Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

**GRANTEE**

*CHIEF ADMINISTRATIVE OFFICER*  
2701 Kimbo Road  
Fort Worth, TX 76111-6111

**TEXAS JUVENILE JUSTICE DEPARTMENT**

Mailing Address:  
P.O. Box 12757  
Austin, Texas 78711  
Attention: State Aid and Targeted Grants Contract Administrator

The notice shall be effective on the date of delivery.

**7.5. Sanctions and Penalties.**

- 7.5.1. **Issuance of Non-Compliance Citation Reports.** If Grantee fails to provide requested information in the specified timeframe and format, cooperate with allowable monitoring activities, or use grant resources and operate grant programs in accordance with the terms and conditions of this Contract, TJJJ may issue a Non-Compliance Citation Report. This will result in notification to Grantee's juvenile board of the non-compliance, requires a formal plan of correction be submitted to TJJJ to correct the non-compliance, and may result in withholding of payment.
- 7.5.2. **Withholding of Payments.** Notwithstanding anything to the contrary herein, Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, if Grantee fails to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein or if Grantee fails to perform its duties and responsibilities in accordance with the terms and conditions of this Contract, including the standards incorporated by reference.
- 7.5.3. **Withholding of Future Payments.** If Grantee fails to reimburse TJJJ for discovered unallowable expenditures, TJJJ may withhold payments under any grant until the amount used on the unallowable expenditures have been completely reimbursed.
- 7.5.4. **Withholding Notice.** Prior to withholding payment, TJJJ shall provide to the Chief Administrative Officer reasonable notice of the intent to withhold payment and the date(s) of intended withholding.

- 7.5.4.1. Upon request by Grantee, a meeting may be held with the Deputy Executive Director - Support Operations and Finance to discuss the reasons for the intent to withhold funds.
  - 7.5.4.2. The juvenile board is offered two levels of appeal regarding decisions to withhold funds. The first level of appeal is to the TJJD Executive Director. The second level of appeal is to the Texas Juvenile Justice Board. The administrative determination rendered by the Board is final.
- 7.5.5. **Ineligibility for Future Grants.** Grantee may become ineligible for future grants of any kind from TJJD under the following circumstances:
  - 7.5.5.1. grantee or its staff, employees, designees, or contractors intentionally or knowingly falsify any documents, reports, or records related to grant funds received under this Contract or intentionally or knowingly give to any TJJD employee or designee false statements related to the expenditure of grant funds, provision of juvenile probation services, or administration of juvenile justice programs; or
  - 7.5.5.2. grantee or its staff, employees, designees, or contractors intentionally or knowingly violate any provision of this Contract.
- 7.5.6. **Debarment, Suspension, or Ineligibility.** By execution of this Contract, Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participation in this Contract or any grant authorized hereunder.
- 7.6. **Termination.** Either party may terminate this Contract, or any portion thereof, including any grant awarded to Grantee, in accordance with the provisions in this section.
  - 7.6.1. **Termination for Cause.** TJJD may terminate this Contract, or any portion thereof, as a result of Grantee's failure to comply with any covenant, assurance, term, or condition of this Contract, including those of the documents incorporated herein by reference. Termination under this provision may occur no sooner than the 15<sup>th</sup> day after Grantee's receipt of Notice of Intent to Terminate. Justifications for termination for cause by TJJD include, without limitation, the following:
    - 7.6.1.1. grantee knowingly and intentionally: submits falsified or fraudulent documents or reports; makes false representations, certifications, or assurances relating to this Contract; causes or acquiesces in any person to submit falsified or fraudulent documents or reports or to make false representations, certifications, or assurances relating to this Contract; or fails to submit required reports; and
    - 7.6.1.2. grantee intentionally, willfully, or negligently discharges its duties under this Contract, TJJD administrative rules, or other law and such results in the life, health, welfare, or safety of any individual served by or under the authority of Grantee being endangered or possibly endangered, either directly or indirectly.
  - 7.6.2. **Termination without Cause.** Either party may terminate this Contract without cause by providing the other party with written notice at least 60 calendar days prior to the termination date.
  - 7.6.3. **Termination by Mutual Agreement.** TJJD and Grantee may mutually agree to terminate this Contract, or any portion thereof, at any time upon written agreement signed by both parties.
- 7.7. **Hold Harmless.** Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by Grantee under this Contract. Grantee shall, to the extent allowed under the Texas Constitution and the laws of this state, indemnify, defend, and hold harmless the State of Texas, TJJD, and TJJD's board members, employees, and designees from any claim, loss, legal proceeding, and liability that results from the operation of any program funded in whole or in part with funds received under this Contract.

- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas. The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract. Prior to seeking judicial review, Grantee shall exhaust all administrative remedies, including, but not limited to, those described in Section 7.9 below. Venue for any legal action arising from this Contract shall be in Travis County, Texas.
- 7.9. **Administrative Remedies.** Grantee agrees that any dispute, controversy, or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted for an administrative review before the Texas Juvenile Justice Board (Board). To initiate the process, Grantee shall submit a written notice, in accordance with terms set forth herein, to TJJJ's Executive Director or designee and all members of the Board. Said notice shall specifically request a Board review and state the nature of the dispute, controversy, or claim. Grantee shall also provide a copy of the notice to all members of Grantee's governing board. Neither the execution nor the performance of this Contract by TJJJ shall be construed to be a waiver of sovereign immunity to suit.
- 7.10. **Authority to Bind TJJJ.** This Contract is not binding upon TJJJ unless and until it has been executed by TJJJ's Board, TJJJ's Executive Director, or an authorized designee.
- 7.11. **Grantee's Authority.** The person or persons executing this Contract on behalf of Grantee represent and guarantee that each has been fully authorized by Grantee to execute the Contract on behalf of Grantee and to validly and legally bind Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit B, which shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.12. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 7.13. **Amendments.** Except as provided by this provision, to be valid and effective, any amendment to this Contract must be in writing, signed by TJJJ and Grantee, and expressly made a part of this Contract. In the event TJJJ changes its computer systems or applications that are required to be used in this Contract (e.g. COMETS, FLUX), written notice from TJJJ regarding Grantee's requirement to use the new system for the same purposes as the system it is replacing, as detailed in the Contract, shall be sufficient and enforceable without the need for an amendment to the Contract.
- 7.14. **Applicable Law, Policy, and Procedure.** Grantee shall comply with all applicable state and federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract. In the event there is a conflict between the Contract and federal or state law or TJJJ administrative rules, the law or administrative rule controls.

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## Exhibit A

### General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants

#### I. GRANT DESCRIPTION.

State Aid Grants provided to local juvenile boards support the following programs and services: provision of basic juvenile probation services, community programs, pre- and post-adjudication secure and non-secure correctional facilities, commitment diversion, and mental health. State Aid Grants also assist the juvenile board in adhering to TJJD's standards and policies. This grant shall fund juvenile justice, staff, and youth services for juveniles at risk of commitment to TJJD. These General Grant Requirements, incorporated into the State Aid and Targeted Grants Contract (the "Contract") as Exhibit A, apply to the distribution and expenditure of State Aid Grant funds and Targeted Grant funds except that, if a requirement in a Targeted Grant conflicts with these General Grant Requirements, the Targeted Grant requirement controls.

#### II. GENERAL GRANT DEFINITIONS.

Definitions included in the Contract apply to these General Grant Requirements.

#### III. PROGRAM PERFORMANCE MEASURES.

##### A. **Goal.** The goals of TJJD's grants are to:

1. reduce delinquency, increase juvenile accountability, divert juveniles from TJJD, and rehabilitate juveniles through a comprehensive, coordinated, community-based juvenile probation system; and
2. expand and enhance the services available to and provided for juveniles served by juvenile probation departments.

##### B. **Program Objective.** The objectives of TJJD's grants are to:

1. provide, develop, and support community-based juvenile probation services and programs and ensure the delivery of safe and effective juvenile probation programs and services that adhere to TJJD's standards and policies while maximizing juvenile outcomes;
2. increase the availability of mental health screenings, assessments, and evaluations for juveniles referred to and under the supervision of juvenile probation departments and the provision of services, programs, and placements to juveniles with identified mental health needs; and
3. increase the availability of community-based programs and post-adjudication residential placement facilities in an effort to divert appropriate juveniles from commitment to TJJD while maintaining community safety.

##### C. **Program Performance Measures.** Grantee performance shall be determined using the following measures for each fiscal year of the grant period:

1. number of formal referrals;
2. average daily population of juveniles under deferred prosecution and probation supervision;
3. number of placements in post-adjudication residential placement facilities;
4. percentage of juveniles under deferred prosecution and probation supervision participating in a community-based program;

5. number of juveniles committed to TJJD;
6. number of juveniles certified as adults;
7. percentage of TJJD-eligible juveniles committed to TJJD;
8. one-, two-, and three-year re-referral/re-arrest and incarceration recidivism rates for juveniles beginning supervision, beginning a program, and leaving a post-adjudication residential placement facility;
9. number of juveniles provided mental health services;
10. number of mental health assessments or psychological evaluations completed;
11. number of mental health treatment hours provided;
12. number of juveniles served by State Aid Grant Commitment Diversion funding;
13. percent of juveniles served completing Commitment Diversion programs or placements;
14. number of juveniles served by State Aid Grant Commitment Diversion funding committed to TJJD; and
15. one-, two-, and three-year recidivism rates for all juveniles served by State Aid Grant Commitment Diversion funding in programs and post-adjudication residential placement facilities.

D. **Compliance with Performance Measures.** Grantee shall adhere to the minimum performance measures established by TJJD based on Grantee's historic performance of services. Grantee shall report, in the format specified by TJJD, on Grantee's success in meeting the performance targets. This provision applies to grants for services other than basic probation services. If TJJD determines, in its sole discretion, that Grantee has failed to meet performance measures, TJJD may reduce or eliminate Grantee's future funding allocations.

#### IV. PROGRAMMATIC COMPONENTS.

- A. **Requests for Information.** Grantee shall fully and promptly comply with all reporting requirements and requests for information issued by TJJD or its authorized designee. Grantee shall provide such information in the format requested by TJJD. Grantee shall ensure that its staff, interns, volunteers, and subcontractors comply in a timely and complete manner with all TJJD's requests for information. Grantee shall comply in a timely manner with requests by TJJD or its authorized designee for financial information, records, and documents related to evaluating costs of programs and services provided by Grantee's juvenile probation department. Grantee shall timely submit any files or records of Grantee's juvenile probation department, or any facility or program operated by or under the authority of Grantee, requested by TJJD or its authorized designee as a part of the monitoring, auditing, or investigatory process.
1. **Agency Proceedings and Investigations.** Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors to cooperate with and to testify in any administrative or judicial proceeding or hearing regarding any matter TJJD considers necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits; or any other matter under TJJD's authority. Compliance with this provision does not constitute a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
  2. **Agency Subpoena Power.** Grantee shall comply with the provisions of Human Resources Code Section 203.008 or other applicable law that authorizes TJJD to issue subpoenas, receive evidence, and gather information TJJD deems necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits of juvenile probation programs, services, and facilities; or any other matter under its authority.

- B. **Compliance with Agency Administrative Law.** Grantee shall comply with TJJD's administrative rules contained in Title 37 Texas Administrative Code that apply to Grantee, the juvenile probation departments, and any juvenile justice programs, juvenile probation services, and facilities operated or provided by or under the authority of Grantee.
- C. **Departmental Policies and Procedures.** Grantee shall promulgate and enforce the following departmental policies and procedures:
1. **Procurement Procedures.** Grantee shall follow its own written procurement procedures, which must reflect applicable laws and regulations, provided the procurements and procedures conform to the standards identified in the Texas Grant Management Standards.
  2. **Employee Timekeeping Documentation.** Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors paid in whole or in part with state funds to maintain and make available to TJJD documentation of the performance of juvenile probation services, completion of a standard 40-hour work week or a pro-rated alternate work schedule, and all documented leave. Grantee shall ensure that accurate timesheets and attendance records are maintained by the chief administrative officer. Grantee shall make all employee salary documentation and timesheets available for review by TJJD during on-site monitoring visits or upon request.
  3. **Employee Daily Travel Activity Documentation.** Grantee shall require all travel expenses paid in whole or in part with state funds to be accurately documented daily by the individual traveling. Grantee shall document, at a minimum, the date, destination, times, mileage or odometer readings, and related travel activities.
- D. **Diversion Programs and Services.** Grantee shall use grant funds to provide probation programs and juvenile probation, staff, and youth services designed to provide diversionary alternatives for juveniles at risk of commitment to TJJD, including, but not limited to, intensive supervision probation, residential placement, family preservation services, parenting skills services, and mental health services.
- E. **Target Population.** Grantee shall ensure that diversion programs and services provided under this grant are designed to serve juveniles who are at risk of commitment to TJJD. Any child under the supervision of a juvenile probation department, regardless of level of misconduct, is considered at risk of commitment.
- F. **Department Commitment Goals.** By executing the State Aid and Targeted Grants Contract, Grantee agrees to assist TJJD in achieving the statewide goal of limiting the number of juveniles recommended for commitment to TJJD. In order to limit the number of staff recommendations for TJJD commitment, Grantee shall develop programmatic alternatives for juveniles at immediate risk of commitment to TJJD. Grantee shall require its juvenile probation department staff to explore and recommend dispositional alternatives, when appropriate and consistent with a validated risk and needs assessment, before making a recommendation for commitment to TJJD.
- G. **Ideal Commitment Criteria.** Grantee shall ensure that its juvenile probation department's recommendations of commitment to TJJD adhere to the ideal commitment criteria in every case unless mitigating or extenuating circumstances are present and documented. The ideal commitment criteria are:
1. defined as any commitment recommended by and consistent with the Progressive Sanctions Guidelines as found in Chapter 59 of the Texas Family Code; and
  2. in accordance with a special commitment finding for indeterminate commitments as set out in Section 54.04013, Family Code.
- H. **Mental Health Services.** Grantee will receive allocated state aid funding to secure Mental Health Services and Programs for juveniles under Grantee's supervision. Services may include screening, assessment, diagnosis, evaluation, or treatment of juveniles with mental health needs. Mental Health Services funds may only be used to provide services to juveniles meeting the mental health need definition. TJJD's provision of State Aid Grant Mental Health Services funds shall not be understood to limit the use of other state and local funds for mental health services. State Aid Grant Mental Health Services funds may be used for all mental health services and programs as defined herein; however, these funds may not be used to supplant local funds or for unallowable expenditures.

Juveniles served by State Aid Grant Mental Health Services funds must meet the definition of Target Population for Mental Health Services provided in the Contract.

- I. **Commitment Diversion Initiatives.** Grantee will receive allocated state aid funding to provide Commitment Diversion programs and services. With these funds, Grantee shall provide juvenile probation programs and juvenile probation, staff, and youth services as follows:
  1. Eligibility. Only juveniles meeting the definition of Commitment Diversion Eligible Population may be served by State Aid Grant Commitment Diversion funds.
  2. Documentation. Grantee shall maintain documentation for all community-based programs and post-adjudication residential facility placements associated with the program and shall make this documentation available to TJJD for review during on-site monitoring visits or upon request. Documentation shall include:
    - a. date, time, and duration of program/placement;
    - b. location of program;
    - c. purposes and goals of program; and
    - d. number of participants.
  3. Grantee shall establish written policies and procedures governing all State Aid Commitment Diversion programs and services that Grantee provides.

V. **PROGRAMMATIC REPORTING.**

A. **Annual Reports.**

1. The *Annual Resource Report* shall be submitted on or before the designated due date of each year of the grant period in an electronic format as specified by TJJD.
2. The *Juvenile Facility Registration Application* shall be submitted, in the electronic format specified by TJJD, by February 1 of each year of the grant period. The form shall also be submitted prior to Grantee opening a new facility or contracting with a new entity to operate a facility. This form shall be submitted for each pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, and non-secure correctional facility that is operated by or under contract with Grantee.
3. Grantee shall designate and update key personnel through the Juvenile Probation Directory on TJJD's website. Notification of changes during the fiscal year regarding the Chief Administrative Officer, Fiscal Officer, Juvenile Board Chair, and Facility Administrator shall be submitted on official department or juvenile board letterhead. A copy of the approved juvenile board minutes announcing the appointments will also be accepted. These documents shall be submitted to TJJD's Staff Services Officer within ten (10) calendar days from the effective date of the change.
4. The Grantee shall designate a Project Director for each grant received. One person may not serve as Chief Administrative Officer and Fiscal Officer at the same time, and one person may not serve as a Project Director and Fiscal Officer at the same time. One person may serve as the Chief Administrative Officer and Project Director simultaneously.
5. Grantee shall comply with any annual reporting requirements contained in Targeted Grants awarded to Grantee.

B. **Quarterly Reports.**

1. No later than January 15, March 31, June 30, and September 30 of each year, Grantee shall submit, electronically in a format specified by TJJD, an accounting of all state grant funds expended each quarter.

2. Grantee shall comply with any quarterly reporting requirements contained in Targeted Grants awarded to Grantee.

**C. Monthly Reports.**

1. Grantee shall comply with any monthly reporting requirements contained in Targeted Grants awarded to Grantee.

**D. Other Periodic Reports.**

1. Grantee shall use COMETS to respond to TJJJ with required corrective action responses, within the mandated timeframe specified by the COMETS system, to the following types of citations of non-compliance:

a. findings of non-compliance with standards and grant requirements issued in monitoring-visit performance reports, whether or not a Non-Compliance Citation Report (NCCR) is issued; and

b. any NCCR issued by TJJJ.

2. Grantee shall notify TJJJ of any change affecting Grantee's official registry information, including administration, baseline services, programs, rated capacity, and any other data submitted in the *Juvenile Facility Registration Application* regarding any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility operated by or under the authority of Grantee. Grantee shall ensure that any private vendor that operates a facility under the authority of Grantee shall be contractually obligated to notify TJJJ of any changes in official registry information. Grantee shall provide notice of changes in writing to TJJJ no later than 10 calendar days after the effective date of the change.

3. Grantee shall notify TJJJ immediately in writing of any change affecting Grantee's composition, structure, function, or identity, such as a name change, governing board membership changes, or personnel changes affecting services funded through these grants.

4. Grantee shall enter each program it administers, or for which it contracts, into TJJJ's web-based Program Registry. Grantee shall notify TJJJ of any change affecting Grantee's official registry information, including, but not limited to, administration, program type, and program components.

5. Grantee shall provide all other periodic reports requested by TJJJ or contained in Targeted Grants awarded to Grantee.

**VI. PROGRAMMATIC MONITORING.**

A. **On-Site Monitoring Visits.** Grantee is subject to programmatic monitoring scheduled at TJJJ's discretion. Scheduled on-site visits are announced and confirmed in writing at least 15 calendar days in advance of the visit whenever possible. Scheduled on-site visits are conducted during the program's regular operating hours. The visit may include: a review of policies, procedures, and records; interviews with staff, juveniles, and other personnel; and a tour of the program or facility. The length of the visit depends on the size of the program or facility as well as the size of TJJJ's monitoring team. Each visit will conclude with an exit conference with appropriate staff and the presentation of findings in the Performance Rating Profile Report.

B. **Unannounced On-Site Monitoring Visits.** TJJJ may conduct unannounced on-site visits in addition to its scheduled on-site visits. Unannounced on-site visits may be made without any advance notification and may occur at any time. Unannounced on-site visits may be conducted at random or for cause. TJJJ may determine cause exists by assessing alleged standards non-compliance, as a means to monitor program improvement plans (PIPs), or due to a request for intervention from other state or local government entities or the public. Unannounced on-site visits may also be conducted in conjunction with TJJJ's formal abuse, neglect, and exploitation investigations. The length and scope of an unannounced on-site visit shall be dependent on the circumstances that led to the visit. An NCCR may be issued for any verified non-compliance in an unannounced on-site visit.

- C. **Desk Monitoring.** TJJD may monitor compliance with standard or grant requirements by a desk monitoring, which includes review of select records and program documentation. Grantee shall make available to TJJD any written policies and procedures, juvenile and staff records, juvenile board documentation, and other applicable documents. The review of written documentation and materials may be supplemented by phone interviews with select staff and/or juveniles. Findings may result in a performance rating profile report, technical assistance, and/or an NCCR. Grantee shall ensure its agents comply with all requests for information during the course of a desk monitoring by TJJD or its authorized designee.

## VII. FINANCIAL COMPONENTS.

### A. Budget and Expenditure Structure.

1. Grant funds shall be expended for juvenile justice programs to provide probation programs and juvenile probation, staff, and youth services within the three budget categories of Staff Services, Inter-County Contracts, and External Contracts as allowed herein and consistent with Appendix I and Texas Grant Management Standards (TxGMS).
2. Unless restricted to certain allowable expenditures by the particular grant program from which funds were received, any funds received pursuant to a grant must be spent in the following categories, as defined in the grant: juvenile probation services, staff services, and youth services.
3. Grant funds may be expended to provide probation programs and juvenile probation, staff, and youth services for juveniles and family members of juveniles under the Grantee's jurisdiction. Grant funds may also be expended for juveniles to continue receiving services from the juvenile justice program for the period of up to six months after discharge from probation, as allowed by Section 142.007, Human Resources Code.

### B. Allowable Expenditures of Funds.

1. Expenditures that benefit both adult and juvenile probation departments shall be pro-rated on an equitable basis. The determination of the method of pro-rating such expenditures must be supported by documentation. Only the portion of expenditures attributed to juvenile probation departments are allowable expenditures under this Contract.
2. Grant funds used to reimburse a county that provides fiscal services to another county or multiple counties shall be limited to reasonable compensation for services actually provided. Payment shall not exceed five percent (5%) of the funding allocation and shall be made to the county providing fiscal services rather than to an individual.
3. **Gifts or Awards for Employees.** Gifts or awards of recognition (i.e., plaques, gift certificates, or meals) to employees, not to exceed fifty dollars (\$50) per employee per fiscal year, are allowable.
4. **Food and Transportation.** Food and transportation for a juvenile under supervision are allowable under the Youth Services category.
  - a. Food and transportation for the parents of a juvenile under supervision are unallowable.
  - b. Food provided for meetings (i.e., juvenile board meetings, trainings, or regional meetings) is unallowable.
5. **Mental Health Services.** Allowable expenditures for State Aid Mental Health Services funds include:
  - a. mental health screening, assessment, and evaluation to identify juveniles with a mental illness or need for mental health treatment, including psychological and psychiatric evaluations;
  - b. costs of mental health services that meet the definition set out in the Contract;

- c. salary of a mental health provider or contracted services of a mental health provider;
  - d. salary of a juvenile probation officer who carries a caseload of juveniles who meet the target population and are receiving another type of mental health service; and
  - e. psychotropic medications and medications associated with treating a diagnosed mental health condition.
6. **Minor Items.** Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives.
7. **Prevention and Intervention Services.** Prevention and intervention services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system are allowable.
8. **Psychological, Psychiatric, and Medical Evaluation Costs.** Psychological, psychiatric, and medical evaluations for juveniles under the jurisdiction of the juvenile court are allowable under the youth services category. Psychological, psychiatric, and medical evaluations for the parents or other members of the family of the juvenile under supervision are unallowable.
9. **Residential Placement Costs.** Residential Placement Costs are allowable, subject to the following requirements:
- a. **Pre-Adjudication Secure Detention Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private pre-adjudication secure detention facility in the state of Texas, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.12. This includes a short-term secure detention facility (i.e., holdover).
  - b. **Post-Adjudication Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private post-adjudication secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.125.
  - c. **Non-Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private non-secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.126.
  - d. **Residential Child-Care Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into a residential child-care facility in this state that is licensed by the Texas Department of Family and Protective Services or other regulatory authority if said facility is required to possess such a license. Grant funds may be used to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility if the facility is accredited in accordance with the provisions of Chapter 42, Subchapter E of the Human Resources Code regarding Accreditation of Child-Care Facilities and Child-Placing Agencies.
  - e. **Out-of-State Residential Placement Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into an out-of-state residential placement facility that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
10. **Out-of-State Travel.** Costs for travel outside Texas for the purpose of visiting a juvenile in placement or providing another youth service are allowable. Costs for travel outside of Texas or the United States for training are unallowable unless a special request through the TJJD Grants Portal has been submitted by Grantee and prior written approval of the trip and projected costs for such travel has been granted by TJJD.
11. **Weapons and Firearms.** The purchase of weapons, including firearms, and training on the use of those weapons, such as firearms proficiency training, is allowable only for the benefit of eligible juvenile probation

officers who have met the requirements established under TJJJ's administrative rules and other applicable law. Otherwise, the purchase of a weapon, firearm, ammunition, related supplies, or related training is unallowable

**C. Unallowable Expenditures of Funds.**

1. Grant funds shall not be expended for unallowable items detailed herein or in Appendix I or Texas Grant Management Standards.
2. Grant funds shall not be expended for salaries or expenses of juvenile board members.
3. **Gifts or Awards for Juveniles.** Gifts or awards for juveniles are unallowable.
4. **Investment Counsel and Management Costs.** The costs of an investment counsel, staff, and similar expenses incurred to enhance income from investments are unallowable.
5. **Lobbying.** Costs of travel for the purpose of lobbying and associated activities are unallowable.
6. **Services in Foreign Country.** The purchase of services to be provided in a foreign country is unallowable.
7. **Weapons and Firearms.** The purchase of weapons, including firearms, and training on the use of those weapons, such as firearms proficiency training, is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under TJJJ's administrative rules and other applicable law. Otherwise, the purchase of a weapon, firearm, ammunition, related supplies, or training is unallowable.

**D. Financial Match Requirements.** See also Targeted Grant Requirements.

1. **Certification of Local Expenditures for Matching Requirements.** Grantee shall submit the *Certification of Local Expenditures Report* certifying Grantee's local juvenile justice expenditures in the previous fiscal year were equal to or greater than the average of 3 prior fiscal years, excluding construction and capital outlay expenses. For example, for FY2026, average of fiscal years 2022, 2023, and 2024, and. for FY2027, average of fiscal years 2023, 2024, and 2025. The local juvenile justice expenditures entered in the TJJJ Grants Portal system shall be certified electronically via TJJJ Grants Portal system.
2. **Waiver of Financial Match Requirements.** At the request of Grantee, TJJJ may approve a waiver of the financial match requirement described in Subsection 1, provided that:
  - a. grantee demonstrates that local or county funding for juvenile services has not been supplanted by funding received under this grant;
  - b. grantee certifies that local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 1994; and
  - c. TJJJ determines that Grantee is otherwise in compliance with the terms of this grant.

**E. Funding Adjustments.**

1. **Reduction of Grant Payments.** If, after a review of Grantee's unexpended grant balances for the State Aid Grant and Targeted Grants for the most recent three fiscal years, TJJJ determines that more than 10 percent of the amount awarded remained unspent or unencumbered at the end of each of the three fiscal years reviewed, TJJJ may analyze and audit Grantee's referral activity, juvenile probation supervision activity, and juvenile probation caseloads to determine the reasonableness of the amount of grant funds received by Grantee. As a result of this analysis, TJJJ may reduce the amount of any grant awarded to Grantee in this grant period or in any subsequent grant periods by an amount determined reasonable by TJJJ.

2. **Unexpended Balances.** No later than November 1 of each year, Grantee shall refund to TJJJ all unexpended funds from any grants that were allocated and received under the Contract if the funds are unencumbered by August 31 of a given fiscal year and unexpended by November 1 of the next fiscal year. This does not apply to funds received under JJAEP.
  3. **Overpayments.** Grantee shall refund to TJJJ all overpayments made by TJJJ no later than 30 calendar days after discovery or receipt of written notice from TJJJ.
  4. **Refunds Due.** Grantee shall refund all amounts due to TJJJ for unallowable expenditures under any grant no later than 30 calendar days after discovery or receipt of written notice from TJJJ.
- F. **Timely Expenditure of Grant Funds.** Grantee shall expend grant funds in a timely manner, to be determined by TJJJ. If Grantee fails to expend the grant funds in a timely manner, TJJJ may issue an NCCR and may reduce or suspend funds.
- G. **Auditing Requirements.**
1. Grantee shall provide an independent financial compliance audit of funds received from TJJJ under the Contract each fiscal year. The audit shall cover the State Aid Formula Fund Grant and all targeted grant(s) received by Grantee for the prior fiscal year.
  2. TJJJ may waive this requirement by written notification to Grantee.
  3. The audit shall be prepared in accordance with generally accepted auditing standards, governmental auditing standards, and TJJJ's audit requirements, which will be sent under separate cover by September 30 of each year.
  4. Grantee shall submit to TJJJ, in a format prescribed by TJJJ, a given fiscal year's audit no later than March 1 of the subsequent year.
  5. The audit shall include, as part of the Report on Compliance and Internal Control, the specific financial assurances contained in Section VII.I. of the General Grant requirements (Exhibit A) and in any Targeted Grant requirements. The audit shall include an opinion on whether or not Grantee complied with the applicable assurances. A summary of all material instances of non-compliance and an identification of the total amount of funds in question for each assurance shall be included in the audit.
  6. Audits received after March 1 of the subsequent year are considered delinquent. Grantees with delinquent audits are subject to an NCCR and the suspension of the disbursement of funds by TJJJ.
- H. **TJJJ Review.** Upon the request of TJJJ, Grantee and subgrantees must make available technical specifications on proposed procurements where TJJJ believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into the solicitation document. However, if Grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, TJJJ may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- I. **Financial Assurances.** The following financial assurances are applicable to all grant funds unless the Targeted Grant requirements specifically state the contrary:
1. Separate accountability for the receipt and expenditure of all grant funds under the Contract is maintained for each grant from which Grantee receives funds.
  2. Expenditures reported to TJJJ are in agreement with Grantee's accounting records and audited expenditures in each budget category.
  3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix I* of this document and are supported by written documentation.

4. Salary expenditures under each grant are verified and supported by appropriate documentation for hours worked, activities performed, and leave taken. Employees whose salaries are funded 100% out of state funds shall be dedicated to juvenile justice programs and services only.
  5. All travel expenses are supported by daily documentation of the individual traveling. Grantee shall document date, destination, times, mileage, or odometer readings, and related travel activities.
  6. Travel reimbursements paid with the grant funds, including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed travel reimbursement rates adopted by the county or per diem, lodging, and travel reimbursement rates established by the State of Texas in the General Appropriations Act.
  7. The grant funds used for residential expenditures are paid for placement of a juvenile in a pre-adjudication detention secure facility, a short-term secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility operated by or under the authority of Grantee or another governmental entity.
  8. The grant funds used for facilities registered with TJJD do not exceed the negotiated rate identified in Grantee's service contract with each facility.
  9. The grant funds are not expended for the purchase of equipment, renovation, or construction unless explicitly authorized by TJJD within any Targeted Grant requirements.
  10. Authorized capital purchases are capitalized and depreciated within the county accounting system.
  11. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. A modified accrual basis of accounting is only used in preparing fourth quarter expenditure reports to TJJD.
  12. Refunds and reimbursements are properly accounted for as reductions of expenditures rather than as increases in revenues.
  13. Any funds not expended under the terms of each grant are returned to TJJD according to the Unexpended Balances and Refunds Due provisions contained in Subsections VII (E) (3) and (5), respectively.
  14. The amount of local or county funds expended, excluding construction and/or renovation, for juvenile services is at least equal to or greater than the average of 3 previous years, as set out in Subsection VII (D) (1) unless waived by TJJD.
  15. All employees with access to monies are covered by surety bonds.
  16. All county and state transactional funds, revenues, and expenses are separated.
  17. Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest on grant funds is credited to the account of the juvenile probation department for the provision of juvenile probation services and juvenile justice programs.
- J. **Service Providers.** Contracts with private service providers that are funded in whole or in part with grant funds shall adhere to the requirements set forth in the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324] and the requirements set forth below.
1. **Selection of Providers.** Selection of service provider contractors shall be fairly and objectively based upon county procurement procedures and guidelines and applicable state and federal laws or regulations related to service procurement. As an integral part of the service provider selection process, Grantee shall use procedures to assess prospective contractors' strengths, weaknesses, and past performance. Pursuant to Section 221.051,

Texas Human Resources Code, Grantee shall use data relating to the performance of private service providers in prior contracts as a factor in selecting providers to receive contracts.

2. **Required Contract Provisions.** Private service provider contracts between Grantee and service provider, paid in whole or in part with grant funds, shall include the following provisions, as well as all others required by state and federal law.
  - a. **Accountability.** Service provider contractors shall be held accountable for delivery of quality services, and all contracts shall include: (1) clearly defined goals, outputs, and measurable outcomes that directly relate to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract, as required by Section 221.051, Texas Human Resources Code.
  - b. **Eligibility to Receive State Funds.** Service provider contractors shall be required to provide certification of eligibility to receive state funds if required by Section 231.006, Texas Family Code. TJJD has provided form *Child Support Affidavit* [TJJD-FIS-180] that may be used.
  - c. **Legal Compliance.** Service provider contractors shall adhere to all applicable state and federal laws, regulations, and certifications pertinent to service provider contractor's provision of services to Grantee.
  - d. **Accounting.** Grantee shall notify service provider contractors when state funds are used to pay for services. Service provider contractors paid from state funds shall be required to account separately for the receipt and expenditure of state funds received from Grantee. Grantee shall clearly specify accounting, reporting, and auditing requirements applicable to any state funds paid to service provider contractor by Grantee under contract.
  - e. **Records Retention.** Service provider contractors receiving whole or partial payment with any state grant funds received from TJJD shall retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefrom have been resolved and shall make all contractual agreements with service provider subcontractors available for Department inspection.
  - f. **Funding Out.** Service provider contracts that are funded in whole or in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
  - g. **Auditing.** Service provider contractors must acknowledge that, pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under contract or indirectly through a subcontract. Service provider's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
3. **Performance Standards, Evaluations, and Oversight.** Except as provided herein, Grantee shall monitor service provider contractors at least twice during each fiscal year of this grant for programmatic and financial compliance. TJJD has provided two monitoring tools that may be used: *Private Service Provider Contractual Monitoring and Evaluation Report – Residential Services* [TJJD-FIS-334] and *Private Service Provider Contractual Monitoring and Evaluation Report – Non-Residential Services* [TJJD-FIS-344]. The purpose of monitoring is to ensure performance of and compliance with contractual provisions between Grantee and service provider contractor if required by and in accordance with this Contract and the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324]. Grantee shall maintain written documentation of all monitoring visits. Grantee may conduct one monitoring visit per year if Grantee achieves and maintains a satisfactory score with no formal findings in the area of private service providers on the previous grant monitoring visit conducted by TJJD.

4. **Sanctions or Penalties.** If a service provider is paid in whole or in part with state funds, Grantee's contract with service provider shall impose specific, clearly defined, and appropriate sanctions or penalties for service provider's noncompliance with the provisions of the contract.
5. **Termination.** In its contracts with service providers, Grantee shall include provisions allowing termination of the contract if service provider fails to achieve the goals, outcomes, and deliverables set out in the contract or if service provider fails to comply with any conditions in the contract.
6. **Evidence of Execution.** Grantee shall maintain contract documentation that contains the date of execution, the effective term of the service provider agreement, and the signatures of the necessary parties.

## IX. FINANCIAL REPORTING.

### A. Annual Reports.

1. **Budget Application.** Grantee shall submit a completed *Annual Budget Application* for TJJJ's approval concurrent with the submission of the Contract executed by Grantee. An *Annual Budget Application* shall be submitted electronically in the TJJJ Grants Portal web-based system for each fiscal year of the current grant period.
2. **Certification of Local Expenditures.** Grantee shall, via the TJJJ Grants Portal web-based system, certify the local expenditures for the previous fiscal year. The Chief Administrative Officer shall sign the certification electronically or in the format specified by TJJJ no later than December 1 of the current fiscal year. Grantee shall adhere to all security protocols established by TJJJ.
3. **Independent Audit.** Grantee shall submit, in a format specified by TJJJ, the independent financial compliance audit prepared by an independent Certified Public Accountant for the previous fiscal year. The audit shall follow the General Grant Requirements of Sections VII (G) and be submitted no later than March 1 of the current fiscal year or the first state business day thereafter.

### B. Quarterly Reports.

1. Grantee shall, through the TJJJ Grants Portal web-based system, report the expenditure of all funds received through this grant. Reports shall be submitted to TJJJ no later than January 15, March 31, June 30, and September 30 of each year. Funds may be temporarily suspended if expenditure reporting is not received by the due date.

### C. Monthly Reports. See Targeted Grant Requirements.

### D. Other Periodic Reports. See Targeted Grant Requirements.

### E. Budget Adjustments. Grantee shall submit a budget adjustment request to TJJJ for any adjustment to the original budget.

## X. FINANCIAL MONITORING.

### A. Annual Monitoring.

1. **Budget Review.** The grant funds will not be disbursed until a completed *Annual Budget Application* (located in the TJJJ Grants Portal web-based system) for all applicable grants funded under the Contract is received and approved by TJJJ. TJJJ shall review all budgets for completeness, reasonableness, and accuracy. Incomplete or incorrect budgets may be returned to Grantee for correction. Projected expenditures will be compared with actual expenditures from prior years and adjustments may be made to current allocations.

2. **Independent Audits.** TJJD staff shall review required independent audits for adherence to generally accepted auditing principles and to TJJD's audit instructions. Incomplete or incorrect audits may be returned to Grantee for correction.

**B. Periodic Monitoring.**

1. **On-Site Monitoring.** Grantee is subject to on-site financial monitoring by TJJD at any time. Audits may be supplemented by interviews with staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings may result in a performance rating profile report or may result in a NCCR for non-compliance with grant requirements. Grantee shall ensure all agents comply with all requests for information during the course of an audit.
2. **Desk Audits.** TJJD or its designee may monitor compliance of financial records by a desk audit, which includes review of any relevant documentation. Grantee shall make available to TJJD any requested documents or information. The review of written documentation and material may be supplemented by phone interviews with staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings may result in a performance rating profile report, technical assistance, and/or an NCCR. Grantee shall ensure its agents comply with all requests for information during the course of a desk audit by TJJD or its authorized designee.
3. **Quarterly Reports.** TJJD shall review all expenditure reporting in the TJJD Grants Portal web-based system for completeness and reasonableness. Upon request of TJJD, Grantee shall revise incorrect reports.
4. **Investigations and Special Audits.** Grantee shall cooperate fully with TJJD or its authorized designee in the conduct of an investigation or special audit arising out of any complaint, financial or programmatic finding, and/or abuse, neglect, or exploitation allegation relating to the provision of juvenile probation services or occurring in a juvenile justice program or facility.

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## APPENDIX I

### GENERAL PRINCIPLES FOR DETERMINING ALLOWABLE COSTS

This Appendix contains general principles for determining allowable costs incurred by Grantee under grants, contracts, and other agreements with TJJD. These principles apply to all TJJD grants, except to the extent a requirement in a Targeted Grant conflicts with these general principles, in which case the Targeted Grant requirement controls. These principles highlight relevant portions of the Texas Grant Management Standards (TxGMS) and are hereby incorporated by reference.

#### A. Purpose and Scope.

1. **Objectives.** This Appendix establishes principles for determining the allowable costs incurred by Grantee under grants, contracts, and other agreements with TJJD. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of TJJD's participation in the financing of a particular program or project.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
  - a. governmental units are responsible for the efficient and effective administration of state awards through the application of sound management practices;
  - b. governmental units assume responsibility for administering state funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award; and
  - c. each governmental unit, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to ensure proper and efficient administration of state awards.
3. **Application.** These principles shall be used as a guide in the pricing of fixed price arrangements where costs are used in determining the appropriate price.

#### B. Basic Guidelines.

1. **Factors Affecting Allowability of Costs.** To be allowable under a state award, costs must meet the following general criteria:
  - a. be necessary and reasonable for proper and efficient performance and administration of the grant;
  - b. be allocable to the grant;
  - c. be authorized and not prohibited under state or local laws or regulations;
  - d. conform to any limitations or exclusions set forth in these principles, federal or state laws, terms and conditions of the grant, or other governing regulations as to types or amounts of cost items;
  - e. be consistent with policies, regulations, and procedures that apply uniformly to both federal or state awards and other activities of the governmental unit;
  - f. be accorded consistent treatment. A cost may not be assigned to a grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to other awards as an indirect cost;
  - g. be determined in accordance with generally accepted accounting principles, except as otherwise provided for in this appendix;

- h. not be included as a cost or used to meet cost sharing or matching requirements of any other federal or state award in either the current or a prior period, except as specifically provided by federal or state law or regulation;
  - i. be the net of all applicable credits; and
  - j. be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.
2. **Reasonable Costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:
- a. whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the grant;
  - b. the restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the grant award;
  - c. market prices for comparable goods or services;
  - d. significant deviations from the established practices of the governmental unit which may unjustifiably increase cost; and
  - e. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the state or federal government.
3. **Allocable Costs.**
- a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
  - b. All activities which benefit from the governmental unit's indirect costs, including unallowable activities and services donated to the governmental unit by third parties, will receive an appropriate allocation of indirect costs. For example, the fair market value of volunteer services contributed to a project need to be included in the allocation. Unallowable costs have to be included to ensure that the grantor agency does not pay a disproportionate share of project costs by having such costs "backed out" prior to allocating costs among funding sources.
  - c. Any cost allocable to a particular federal or state award or cost objective under the principles provided in this Appendix may not be charged to other federal or state awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal or state awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements.
  - d. Where an accumulation of indirect costs will ultimately result in charges to a federal or state award, a cost allocation plan will be required as described in Texas Grant Management Standards.
4. **Applicable Credits.** Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to federal or state awards as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by Grantee relate to allowable costs, they shall be credited to the grant either as a cost reduction or cash refund, as appropriate.

### C. Composition of Cost.

1. **Total Cost.** The total cost of federal and state awards is comprised of the allowable direct cost of the program plus its allocable portion of allowable indirect costs, less applicable credits.
2. **Classification of Costs.** There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function but indirect with respect to the federal or state award or other final cost objective. Therefore, it is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost. Guidelines for determining direct and indirect costs charged to federal or state awards are provided in the sections that follow.

#### D. Direct Costs.

1. **General.** Direct costs are those that can be identified specifically with a particular final cost objective.
2. **Application.** Typical direct costs chargeable to federal or state awards are:
  - a. compensation of employees for the time devoted and identified specifically for the performance of those awards;
  - b. cost of materials acquired or consumed specifically for the purpose of those awards;
  - c. equipment and other approved capital expenditures; and
  - d. travel expenses incurred specifically to carry out the award.

#### E. Indirect Costs

1. **General.** Indirect costs are those: (a) incurred for a common or joint purpose benefitting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the Grantee department as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within an entity or in other agencies providing services to an entity. Indirect costs pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
2. **Limitation on Indirect or Administrative Costs.**
  - a. In addition to restrictions contained in this Appendix, there may be laws that further limit the amount of administrative or indirect cost allowed.
  - b. Amounts not recoverable as indirect costs or administrative costs under one federal or state award may not be shifted to another federal or state award unless specifically authorized by federal or state legislation or regulation.

F. **Principles for Determining Allowable or Unallowable Costs.** The following sections provide principles to be applied in establishing whether certain items of cost are allowable or unallowable. These principles apply whether a cost is treated as direct or indirect. A cost is allowable for federal or state reimbursement only to the extent of benefits received by federal or state awards and its conformance with the general policies and principles stated above in this Appendix. Failure to mention a particular item of cost in these sections is not intended to imply that it is either allowable or unallowable; rather, determination of allowability in each case should be based on the treatment or standards provided for similar or related items of cost.

1. **Accounting.** The cost of establishing and maintaining accounting and/or other information systems is allowable.
2. **Advertising and Public Relations Costs.**

- a. The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, and exhibits.
  - b. The term "public relations" includes community relations and means those activities dedicated to maintaining Grantee's image or maintaining or promoting understanding and favorable relations with the community or any segment of the public.
  - c. Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of surplus materials, and any other specific purposes directly related to the purpose(s) of the program receiving grant assistance necessary to meet the requirements of the award. Advertising costs associated with disposal of surplus materials are not allowable where all disposal costs are reimbursed based on a standard rate as specified in the grants management common rule.
  - d. Public relations costs are allowable when:
    - i. specifically required by the federal or state award and then only as a direct cost;
    - ii. incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of award and then only as a direct cost; or
    - iii. necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of state contract or grant awards, financial matters, etc.
  - e. Unallowable advertising and public relations costs include the following:
    - i. all advertising and public relations costs other than as specified in subsections c and d;
    - ii. except as otherwise permitted by these cost principles, costs of conventions, meetings, or other events related to other activities of the governmental unit, including:
      - (a) costs of displays, demonstrations, and exhibits;
      - (b) costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and
      - (c) salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings.
    - iii. costs of promotional items and memorabilia, including models, gifts, and souvenirs;
    - iv. costs of advertising and public relations designed solely to promote the governmental unit;
    - v. costs of publicizing or directing attention to any individual official or employee of any agency of the state government; and
    - vi. costs associated with influencing the outcome of any election, or the passage or defeat of any legislative measure.
3. **Advisory Councils and Juvenile Boards.** Costs incurred by advisory councils or committees are unallowable, including:
- a. meal expenses for juvenile board meetings;

- b. expenditures of other local departments such as police, sheriff, prosecuting attorneys; and
  - c. in-kind services or payments given to or expenses of juvenile board members.
4. **Alcoholic Beverages.** Costs of alcoholic beverages are unallowable.
  5. **Audit Services.** The costs of audits of grants are allowable provided that the audits were performed in accordance with the Single Audit Act, as implemented by Circular A-133, "Audits of State and Local Governments," and the State of Texas Single Audit Circular for state funds. Generally, the percentage of costs charged to federal or state awards for a single audit shall not exceed the percentage derived by dividing federal or state funds expended by total funds expended by the recipient or subrecipient (including program matching funds) during the fiscal year. The percentage may be exceeded only if appropriate documentation demonstrates higher actual costs. Other audit costs are allowable if they are specifically approved by TJJJ as a direct cost to an award or are included as an indirect cost allocation plan or rate.
  6. **Automatic Electronic Data Processing.** The cost of data processing services is allowable (but see equipment and other capital expenditures, for additional guidelines).
  7. **Bad Debts.** Any losses arising from uncollectible accounts and other claims, and related costs, are unallowable.
  8. **Bonding Costs.** Costs of bonding employees and officials, as required by the Contract, General Grant Requirements, or Targeted Grant Requirements, are allowable to the extent that such bonding is in accordance with sound business practice.
  9. **Budgeting.** Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
  10. **Communications.** Costs of telephone, mail, messenger, and similar communication services are allowable.
  11. **Compensation for Personnel Services.**
    - a. **General.** Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the Grant, including but not necessarily limited to wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that they comply with the specific requirements of this Appendix and the total compensation for individual employees:
      - i. is reasonable for the services rendered and conforms to the established policy of Grantee consistently applied to both TJJJ and non-TJJJ activities;
      - ii. follows an appointment made in accordance with laws and rules governing Grantee and meets merit system or other requirements required by federal or state law, where applicable; and
      - iii. is determined and supported as provided in subsection e.
    - b. **Reasonableness.** Compensation for employees engaged in work on the grant will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of Grantee. In cases where the kinds of employees required for the grant are not found in the other activities of Grantee, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kinds of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
    - c. **Unallowable Costs.** Costs that are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.
    - d. **Fringe Benefits.**

- i. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, Grantee's employee agreement, or an established policy of Grantee. The costs of fringe benefits in the form of: leave; employer contributions or expenses for social security and for employee life, health, unemployment, longevity, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits shall be allocated to the grant and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to the grant and other activities.
  - ii. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, holidays, court leave, military leave, and other similar benefits, are allowable if: (a) they are provided under established written leave policies; (b) the costs are equitably allocated to all related activities, including federal or state awards; and (c) the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the governmental unit.
- e. **Support of Salaries and Wages.** These standards regarding time distribution are in addition to the standards for payroll documentation.
- i. Charges to a grant for salaries and wages will be based on payrolls documented in accordance with generally accepted practice of Grantee and approved by a responsible official of Grantee.
  - ii. No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.
  - iii. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation.
  - iv. Salaries and wages of employees used in meeting cost sharing or matching requirements of the grant must be supported in the same manner as those claimed as allowable costs under the grant.
- f. **Severance Pay.** Severance pay is unallowable.
- g. **Donated Services.**
- i. Donated or volunteer services may be furnished to Grantee by professional and technical personnel, consultants, and other skilled and unskilled laborers. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements.
  - ii. To the extent feasible, donated services will be supported by the same methods used by Grantee to support the allocation of regular personnel services.
12. **Contingencies.** Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold with certainty as to time or intensity or with an assurance of their happening, are unallowable.
13. **Contributions and Donations.** Contributions and donations, including cash, property, and services, by Grantee to others are unallowable.
14. **Defense of Criminal and Civil Proceedings and Claims.** Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding are unallowable.
15. **Depreciation and Use Allowances.** Depreciation and use allowances are unallowable.

16. **Disbursing Service.** The cost of disbursing funds by the county auditor, treasurer, or other designated officer is allowable.
17. **Employee Morale, Health, and Welfare Costs.** The costs of health or first-aid clinics, infirmaries, recreational facilities, employee counseling services, employee information publications, and related expenses are allowable if incurred in accordance with Grantee's policy. Income generated from any of these activities shall offset against expenses.
18. **Entertainment.** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with such activities (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
19. **Equipment and Other Capital Expenditures.** Capital expenditures for equipment and other capital assets are unallowable except when specifically provided for within a grant or by Department approval. Items of equipment with an acquisition cost of less than ten thousand dollars (\$10,000) are considered to be supplies and are allowable as direct costs of the grant without specific approval. The value limit as set out in this provision is subject to change. The value limit set out in TXGMS on the date of acquisition controls. As used in this section, the following terms have the meanings set forth below:
  - a. **Capital Expenditure** means the cost of the asset, including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from, capital expenditure costs in accordance with Grantee's regular accounting practices.
  - b. **Equipment** means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by Grantee for financial statement purposes or ten thousand dollars (\$10,000), subject to the value limit in TXGMS on the date of acquisition.
  - c. **Other Capital Assets** means buildings, land, and improvements to buildings or land that materially increase their value or useful life.
20. **Fines and Penalties.** Fines, penalties, damages, and other settlements resulting from violations of, alleged violations of, or failures to comply with federal, state, local, or tribal laws and regulations are unallowable.
21. **Fundraising.** Costs of fundraising, including financial campaigns, solicitations of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.
22. **General Government Expenses.** The general costs of government are unallowable and include, but are not limited to:
  - a. salaries and other expenses of local governmental bodies, such as juvenile boards, county commissioners, city councils, and school boards, whether or not incurred for purposes of legislation or executive direction;
  - b. costs of the judiciary branch of a government;
  - c. costs of prosecutorial activities; and
  - d. other general types of government services normally provided to the general public, such as fire and police.
23. **Idle Facilities.** The costs of idle facilities are unallowable.

24. **Insurance and Indemnification.** Costs of insurance in connection with the general conduct of activities are allowable, provided that the extent and cost of coverage are in accordance with Grantee's policy and sound business practice.
25. **Interest.** Costs incurred for interest on borrowed capital or the use of a Grantee's own funds, however represented, are unallowable.
26. **Lobbying.** The cost of lobbying and associated activities is unallowable.
27. **Maintenance, Operations, and Repairs.** The costs of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs, and alterations are allowable.
28. **Materials and Supplies.** The cost of materials and supplies is allowable. Purchases should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supply costs. Grantee should also purchase products and materials produced in the state of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.
29. **Memberships, Subscriptions, and Professional Activities.**
  - a. Costs of Grantee's employees' memberships in business, technical, and professional organizations are allowable.
  - b. Costs of Grantee's subscriptions to business, professional, and technical periodicals are allowable.
  - c. Costs of Grantee's membership in civic, community, and social organizations are unallowable.
  - d. Costs of membership in organizations that compensate for lobbying are unallowable.
30. **Motor Pools.** The costs of a service organization that provides automobiles to local probation departments at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.
31. **Pre-Award Costs.** Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance and are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the prior written approval of TJJD.
32. **Professional Service Costs.** Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, except employees of Grantee, are allowable when reasonable in relation to the services rendered.
33. **Proposal Costs.** Costs of preparing proposals for potential TJJD grants are allowable.
34. **Publication and Printing Costs.** Publication costs, including the costs of printing, distributing, mailing, and general handling, are allowable.
35. **Rearrangements and Alterations.** Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable.
36. **Reconversion Costs.** Costs incurred in the restoration or rehabilitation of Grantee's facilities to approximately the same condition existing immediately prior to commencement of TJJD grants, less costs related to normal wear and tear, are unallowable.

37. **Rental Costs.** Rental costs, including but not limited to vehicles and office space, are allowable to the extent that the rates are reasonable in light of such factors as rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
38. **Taxes.** Taxes that a Grantee is legally required to pay for allowable expenses under the Contract are allowable.
39. **Training.** The cost of employment-related training that is provided for employee development is allowable.
40. **Travel Costs.**
- a. **General.** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items (including parking fees) incurred by employees who are in travel status on official business of the Grantee. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used (1) is applied to an entire trip and not to selected days of the trip, (2) results in charges consistent with those normally allowed in like circumstances in the Grantee's non-state-funded activities and is in accordance with Grantee's written travel reimbursement policies, and (3) unless otherwise specified in the grant, the costs do not exceed the maximum per diem and subsistence rates prescribed by the State of Texas Travel Guidelines published by the Comptroller.
  - b. **Lodging and Subsistence.** Costs incurred by employees and officers for travel, including lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Grantee in its regular operations as a result of Grantee's written travel policies.
    - i. The rates and amounts reimbursable are limited, as appropriate, to the rates either specified by the State of Texas in the General Appropriations Act or specified by the US General Services Administration (GSA). If reimbursement rates specified in the General Appropriations Act exceed those listed on the GSA website, Grantee may choose which rates to use. Grantee may set its own reimbursement rates, provided those rates do not exceed the rates specified in the General Appropriations Act. For lodging costs in excess of the allowable reimbursement rate, Grantee must justify and document on a case-by-case basis and receive prior approval from TJJD.
  - c. **Commercial Air Travel.** Airfare costs in excess of the customary standard (coach or equivalent) airfare are unallowable except when such customary standard accommodations would require circuitous routing, require travel during unreasonable hours, excessively prolong travel, greatly increase the duration of the flight, result in increased cost that would offset transportation savings, or offer accommodations not reasonably adequate for the medical needs of the traveler. However, in order for airfare costs in excess of the customary standard commercial airfare to be allowable (i.e., use of first-class airfare), Grantee must justify and document on a case-by-case basis the applicable condition(s) set forth above.

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## APPENDIX II

### UNIFORM ASSURANCES BY LOCAL GOVERNMENTS

This Appendix contains the Uniform Assurances that a state agency must include in its grant agreements and procurement contracts with local governments. These principles apply to all TJJD grants, except to the extent a requirement in a Targeted Grant conflicts with these general principles, in which case the Targeted Grant requirement controls. These principles highlight relevant portions of the Texas Grant Management Standards (TxGMS) and are hereby incorporated by reference.

#### A. Purpose and Scope.

1. **Objectives.** This Appendix identifies the Uniform Assurances that a state agency must include in its grant agreements and procurement contracts with local governments.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
  - a. governmental units are responsible for the efficient and effective administration of state awards through the application of sound management practices;
  - b. governmental units assume responsibility for administering state funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award; and
  - c. each governmental unit, in recognition of its own unique combination of staff, facilities, and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to ensure proper and efficient administration of state awards.

#### B. Basic Guidelines.

1. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly:
  - a. "Under Section 231.006 of the Family Code, 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. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
2. **Contract Oversight.** Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. **Cybersecurity Training Program.**
  - a. Local Government System: Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to local government computer system or database.
  - b. State Contractor: If the Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to TJJD pursuant to and in accordance with Section 2054.5192 of the Government Code.
4. **Debarment and Suspension.** Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

5. **Debts and Delinquencies.** Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.
6. **Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Grantee certifies that it does not employ an individual who has been employed by TJJJ or another agency at any time during the two years preceding the submission of the proposal or, in the alternative, Grantee has disclosed in its proposal the following:
  - a. the nature of the previous employment with TJJJ or the other agency;
  - b. the date the employment was terminated; and
  - c. the annual rate of compensation for the employment at the time of its termination.
7. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
8. **Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United State Department of the Treasury, Office of Foreign Assets Control.
9. **Executive Head of State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not:
  - a. the executive head of TJJJ;
  - b. a person who at any time during the four years before the date of the Contract or grant was the executive head of TJJJ; or
  - c. a person who employs a current or former executive head of TJJJ.
10. **Indemnification.** Grantee shall defend, indemnify, and hold harmless the State of Texas and TJJJ and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution of performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by Grantee with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit, and Grantee may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Grantee and TJJJ agree to furnish timely written notice to each other of any such claim.
11. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of the Grantee to act in connection with the proposal and to provide such additional information as may be required.
12. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to or contract with a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
  - a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
  - b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
  - c. Sections 2113.012 and 2113.101 of the Texas Government Code.
13. **Lobbying Expenditure Restriction.** Grantee represents and warrants that TJJJ's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
14. **No Conflicts of Interest.**
  - a. Federal: Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112.

- b. State: Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify TJJJ.
15. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the TJJJ or the State of Texas of any immunities from suit or from liability that the TJJJ or the State of Texas may have by operation of law.
16. **Open Meetings.** If the Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
17. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
18. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Grantee is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Grantee must immediately disclose the lawsuit and its current posture to the TJJJ.
19. **Texas Public Information Act.** Information, documentation, and other material in connection with this grant or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant and not otherwise excepted from disclosure under the Texas Public Information Act available in a format that is accessible by the public at no additional charge to the State.
20. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
21. **Records Retention (State Grant).** Grantee shall maintain and retain all records relating to the performance of the grant, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TJJJ reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to TJJJ custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.
22. **Records Retention (State Procurement).** For the time period specified in Section 441.1855 of the Texas Government Code, Grantee shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Grantee must include the substance of this clause in all subcontracts.
23. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
24. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an

entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. **Subaward Monitoring.** Grantee represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

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***For the faithful performance of the terms of this Contract, the parties hereto, in their capacities as stated, execute this Contract, affix their signatures, and bind themselves.***

**THE STATE OF TEXAS, Acting By and Through the Texas Juvenile Justice Department**

By: \_\_\_\_\_ Typed Name: \_\_\_\_\_

Title: Executive Director Date: \_\_\_\_\_

**GRANTEE, The Juvenile Board of Tarrant County**

By: \_\_\_\_\_

Typed Name: Alex Kim (Juvenile Board Interim Chairperson)

Title: 323rd District Court Date: 8/20/2025

By: \_\_\_\_\_

Typed Name: Riley Shaw (Chief Administrative Officer)

Title: Director of Juvenile Services Date: 8/20/2025

By: \_\_\_\_\_

Typed Name: Kimberly Buchanan (Fiscal Officer)

Title: Tarrant County Auditor Date: \_\_\_\_\_

**EXHIBIT "B"**  
**JUVENILE BOARD RESOLUTION**

STATE OF TEXAS

COUNTY OF

On this the 20th day of August, 2025, a duly called and lawfully convened meeting of the Juvenile Board of Tarrant County/Judicial District was held in the City of Fort Worth, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

**(Insert Names of Juvenile Board Members Present)**

See Attached	

where, among other matters, came up for consideration and adoption the following Resolution:

**Whereas**, the Texas Juvenile Justice Department has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services and/or the operation of a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, or a non-secure correctional facility; and

**Whereas**, the Juvenile Board of Tarrant County/Judicial District voluntarily wishes to participate in the aforementioned state aid grants and agrees to the binding terms in this Contract and all documents which have been incorporated into this Contract by reference; and

**Whereas**, the Juvenile Board believes that execution of the State Aid and Targeted Grants Contract for the fiscal 2026-2027 state biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

**Whereas**, the Texas Juvenile Justice Department has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

**Whereas**, the 89<sup>th</sup> Texas Legislature has appropriated state financial aid monies for community-based diversionary placements and programs and services for juvenile offenders in order to reduce commitments to the Texas Juvenile Justice Department;

**Therefore, Be It Resolved** that the Juvenile Board of Tarrant County/Judicial District does hereby formally authorize and approve execution of the State Aid and Targeted Grants Contract for the 2026-2027 biennium.

**Further Be It Resolved** that the current Juvenile Board Chairman, Alex Kim and his/her duly-appointed successor are hereby, authorized to sign this Resolution and any amendments pertaining to the State Aid and Targeted Grants Contract that may be subsequently ratified as the act and deed of the Juvenile Board of Tarrant County/Judicial District.

The foregoing Resolution was lawfully moved by \_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Juvenile Board on a vote of \_\_\_\_\_members for the motion and \_\_opposed.

Alex Kim  
Printed Name of Juvenile Board Chair

\_\_\_\_\_  
Signature of Juvenile Board Chair

8/20/2025  
Date Signed



paraprofessionals is designed to attain or improve functioning appropriate to the child's needs, age, and development.

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

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

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

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

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

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

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

3.2 Service Provider will perform the following services:

- A. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of non-secure facilities.
- B. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone).
- C. Provide access to appropriate education and related services approved by the Texas Education Agency that comply with federal and state laws and regulations through Service Provider's charter school, Academy for Academic Excellence.
- D. Provide and document necessary counseling, not limited to, individual, group, family, skills/psychoeducational therapy, and other therapeutic interventions, managed and administered

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

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

#### **ARTICLE IV EVALUATION CRITERIA**

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

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

- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
  - 1. Ensure girls complete residential placement.
  - 2. Prevent re-referrals of girls during the six (6) months following release from residential placement.
  - 3. Ensure girls move down in their Level of Care as they progress in the treatment program.
  
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
  - 1. The total number of girls placed in residential placement.
  - 2. The total number of girls who were discharged from residential placement successfully.
  - 3. The total number of re-referrals of girls discharged from placements within six (6) months after release.
  - 4. The total number of girls who move down in their Level of Care.
  - 5. The average length of time before a girl moves down in the Level of Care.
  
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
  - 1. Percentage of girls in residential placement who will complete their placement as a successful discharge.
  - 2. Percentage of girls who have completed their placement and no re-referrals within six (6) months after release.
  - 3. Percentage of girls who move down in their Level of Care.

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

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

## **ARTICLE V COMPENSATION**

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

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

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

**JUVENILE PROBATION INITIALS CONFIRMING SECTIONS 5.3.1. ABOVE**  
**Chairman, Tarrant County Juvenile Board** **Initials:** \_\_\_\_\_

- 5.4 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.5 Juvenile Probation shall be responsible for all of the juvenile's medical expenses, and, to the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to Juvenile Probation as a governmental entity, Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for medical expenses.

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

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

or contributions from parents or others and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control. In any event, responsibility for payment to vendors or reimbursement to Service Provider is the ultimate responsibility of Juvenile Probation. Service Provider will invoice Juvenile Probation for any non-reimbursed funds advanced by the Service Provider, and the Juvenile Probation will remit to the Service Provider, within 30 days of invoice, full and final payment.

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

## **ARTICLE VI ADDITIONAL TERMS & AGREEMENTS**

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

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

## **ARTICLE VII EXAMINATION OF PROGRAM & RECORDS**

- 7.1 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/ or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the girls when deemed necessary.
- 7.2 Service Provider shall provide to Juvenile Probation such descriptive information contracted girls as requested on forms provided by Juvenile Probation.

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

**ARTICLE VIII  
CONFIDENTIALITY OF RECORDS**

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

**ARTICLE IX  
DUTY TO REPORT**

- 9.1 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
  2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
  3. With respect to girls placed by Tarrant County Juvenile Services, the TJJD Incident Report Form shall also be sent to Tarrant County Juvenile Services within 24 hours at facsimile number 817-838-4646.

- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
  2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
  3. With respect to girls placed by Tarrant County Juvenile Services, the TJJD Incident Report Form shall also be sent to Tarrant County Juvenile Services within 24 hours at facsimile number 817-838-4646.

9.2 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a girl, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

9.3 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to **the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident** involving a girl in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth- on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a girl that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, **licensed nurse practitioner, emergency medical technician, paramedic or dental.**
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves girls under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing girls under **juvenile court jurisdiction.**
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves girls under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves

juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

## **ARTICLE X CRIMINAL HISTORY SEARCHES**

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

10.6 Any of Service Provider’s employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to girls in a juvenile justice facility or a juvenile justice program.

10.7 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with girls.

**ARTICLE XI  
DISCLOSURE OF INFORMATION**

11.1 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider’s licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/ or consultants that have direct contact with children;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/ or consultant of the Service Provider that has direct contact with juveniles;
- D. Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect **and/ or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant** of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. **The identity of any of the Service Provider’s employees, interns, volunteers, subcontractors, agents and/ or consultants** that have direct contact with juveniles that are registered sex offenders; and
- F. **The identity of any of the Service Provider’s employees, interns, volunteers, subcontractors, agents and/ or consultants** that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

11.2 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, **whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/ or consultant of the Service Provider**, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

**ARTICLE XII  
EQUAL OPPORTUNITY**

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

**ARTICLE XIII  
ASSIGNMENT & SUBCONTRACT**

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

**ARTICLE XIV  
OFFICIALS NOT TO BENEFIT**

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

**ARTICLE XV  
DEFAULT**

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

**ARTICLE XVI  
TERMINATION**

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

**ARTICLE XVII  
WAIVER OF SUBROGATION**

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

**ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES**

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

**ARTICLE XIX  
TEXAS LAW TO APPLY**

- 19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- 19.2 Intentionally Omitted.

**ARTICLE XX  
VENUE**

- 20.1 Intentionally Omitted.

**ARTICLE XXI  
LEGAL CONSTRUCTION**

- 21.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XXII  
PRIOR AGREEMENTS SUPERSEDED**

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

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

**ARTICLE XXIII  
PRISON RAPE ELIMINATION ACT**

- 23.1 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30. [PREA §115.387(e) and (f)]

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

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

- 24.1 In 2017, the Texas Legislature adopted House Bill 89. The law states that a governmental entity or state governmental entity may not enter into certain contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.

The signing and executing of this Agreement by the person or persons on behalf of their respective governmental entity, state governmental entity or company serves as verification.

**ARTICLE XXV  
SOVEREIGN IMMUNITY**

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

**ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS;  
COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

IN WITNESS WHEREOF, we here unto affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**DALLAS COUNTY JUVENILE BOARD:**

**TARRANT COUNTY JUVENILE BOARD:**

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

\_\_\_\_\_  
BY: Judge Alex Kim  
Interim Chairman, Tarrant County Juvenile

**RECOMMENDED BY:**

**RECOMMENDED BY:**

\_\_\_\_\_  
BY: H. Lynn Hadnot  
Director, Dallas County Juvenile Department

\_\_\_\_\_  
BY: Riley Shaw  
Director, Chief Juvenile Probation Officer

**APPROVED AS TO FORM:**

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

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tarrant Criminal District Attorney's Office\*

**CERTIFICATION OF  
AVAILABLE FUNDS: \$\_\_\_\_\_**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.**

**The total budgeted funds for these contracts as  
a whole will not exceed this amount.**

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Tarrant County 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.

## DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and **Tarrant County**, a political subdivision of the State of Texas, acting through the **Tarrant County Juvenile Services** operating the **Lynn W. Ross Juvenile Detention Center** (“ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.”

### 1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to the District it may become necessary for the District to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable quote, scope of work, and/or response to a Request for Proposal attached to this Agreement as **Exhibit C** (“Services”). In order for ORGANIZATION to provide the Services, the ORGANIZATION may receive, or create, and the District may provide documents or data that are covered by federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h. Additionally, the documents and Data transferred from the District and created by the ORGANIZATION may be subject to state student privacy laws, including Texas Education Code Chapter 32. The terms of this Agreement will prevail if there is any conflict between this Agreement and any other terms attached in any applicable quote, scope of work, etc. included in **Exhibit C**.
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data that is specifically outlined in **Exhibit A** of this Agreement and in protecting the Data. The specific Data sharing process will be, as outlined in **Exhibit B** of this Agreement.

### 2. DEFINITION, USE, AND TREATMENT OF DATA

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.

- 2.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.
- 2.4 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by the ORGANIZATION and shall not be copied, used, or disclosed by the ORGANIZATION for any purpose not related to providing services to the District. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.
- 2.5 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As detailed in Section 2.6, the Parties agree that ORGANIZATION is a “school official” under FERPA and has a legitimate educational interest in PII from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.
- 2.6 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 ORGANIZATION acknowledges and agrees that FWISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION makes no claim of license, title, or ownership to or in Data.
- 2.8 ORGANIZATION shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, if any,

consistent with the functionality of the Services. ORGANIZATION shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the District's request for Data in a pupil's records held by the ORGANIZATION to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the ORGANIZATION to review any of the Data accessed pursuant to the services, the ORGANIZATION shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

- 2.9 ORGANIZATION shall, at the request of the District, make Data available including any pupil-generated content in a readily accessible format.

### 3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on June 30, 2026, or the date that the Services listed in **Exhibit C** terminate, whichever date is later. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice of termination to the other Party.

### 4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.
- 4.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, providing services, and improving its services under this Agreement.
- 4.3 The ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 4.4 ORGANIZATION must maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data. If applicable to the services provided by ORGANIZATION, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS).
- 4.5 ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that

is in ORGANIZATION's possession. ORGANIZATION agrees to share its incident response plan, or an executive summary of such a plan, upon request.

- 4.6 ORGANIZATION shall not use any Data to advertise or market other products or services to FWISD students, their parents, or FWISD employees or officials.
- 4.7 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

## 5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 5.2 Subcontractors: ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters. ORGANIZATION shall either: (1) enter into written agreements with all subprocessors performing functions pursuant to the service provided under **Exhibit C**, such that the subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this Agreement; or (2) INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, SUITS, OR LIABILITY INCLUDING ATTORNEYS' FEES FOR DAMAGES OR COSTS RESULTING FROM THE ACTS OR OMISSIONS OF ITS SUBPROCESSORS. ORGANIZATION shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Agreement. Subprocessors shall agree to the provisions of this Agreement regarding governing law, venue, and jurisdiction.

## 6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PII

- 6.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO ORGANIZATION AS A GOVERNMENTAL ENTITY, ORGANIZATION AGREES TO INDEMNIFY FWISD AND HOLD FWISD HARMLESS FOR ANY DAMAGES

CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS, AND TO DEFEND FWISD AGAINST SUCH CLAIMS FOR DAMAGES.

- 6.2 The Parties agree that the terms and requirements in this Section and Subsection 5.2 shall survive the expiration of the term of this Agreement.
- 6.3 THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

## 7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 7.2 ORGANIZATION shall notify FWISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 7.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify FWISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to FWISD PII.

## 8. GENERAL CONDITIONS

- 8.1 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:
  - 8.1.1 To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this

Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform *each other* of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv). If applicable, depending on the Services provided by ORGANIZATION, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).

- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall designate an official to act as temporary custodian of the PII received by FWISD pursuant to this Agreement and the contact person for all matters related to this Agreement. The ORGANIZATION will promptly notify FWISD in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.
- 8.1.3 That ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to FWISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 8.1.4 That PII collected and shared is confidential. ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors, and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
- 8.1.5 Publications and reports of Data and information related to that, including preliminary project descriptions and draft reports, if any, shall involve only De-Identified Information and no PII that could lead to the identification of any individual student and/or person.
- 8.1.6 If applicable to the Services, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this

Agreement. ORGANIZATION will destroy all PII obtained under this Agreement in accordance with Section 8.1.11.

- 8.1.7 That Parties have the right, to present, publish, or use the Data that they have gained in the course of research conducted under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party's partners who have executed a written confidentiality agreement with the ORGANIZATION agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 8.1.8 If applicable, ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results related to FWISD (collectively "Publications") for FWISD's review, comment, and approval at least fourteen (14) days prior to proposed publication date. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. FWISD shall confirm in writing if only changes to the layout and design of Publications are required.
- 8.1.9 That ORGANIZATION will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents, if any, associated with this Agreement, as detailed in Section 8.1.8.
- 8.1.10 That ORGANIZATION will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 8.1.11 ORGANIZATION will destroy or return to FWISD all files and hard copy records that contain FWISD Data and purge any copies of such Data from its computer system:
  - (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
  - (2) Within five (5) business days after Data is no longer needed for the purposes stated in this Agreement.
  - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within five (5) business days of such request.
- 8.1.12 ORGANIZATION will ensure that all Data in the possession of any subcontractors, subprocessors, or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.

- 8.2 ORGANIZATION understands that this Agreement does not convey ownership of FWISD's Data to ORGANIZATION. Any and all Data shared by FWISD pursuant to this Agreement is, and always will remain, the sole property of FWISD. Parties agree that all rights, including all intellectual property rights, to Data, shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data. ORGANIZATION further acknowledges and agrees that all copies of such Data transmitted to the ORGANIZATION, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:
- 8.3.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.
- 8.3.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 8.3.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of a computer, remote terminal, or other means.

## 9. NOTIFICATION OF AMENDMENTS TO POLICIES

- 9.1 ORGANIZATION shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
- 9.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with ORGANIZATION upon notification of the amendment to such terms without any penalty.
- 9.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms of Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

## 10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Ramesh Krishnamurthy  
Title: CIO, Division of Technology  
Address: Fort Worth Independent School District  
7060 Camp Bowie West Blvd., Ste. 1055  
Fort Worth, TX 76116  
Email: ITBusinessServices@fwisd.org

With a copy to:

Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
7060 Camp Bowie Blvd.  
Fort Worth, TX 76116

For the ORGANIZATION:

Name: Riley Shaw  
Title: Director and Chief Juvenile Probation Officer  
Organization: Tarrant County Juvenile Services – Lynn W. Ross Juvenile Detention  
Center  
Address: 2701 Kimbo Road  
Fort Worth, Texas 76111  
Email: www.tarrantcountytexas.gov

## 11. RIGHT TO AUDIT

The District through its employees or agents shall have the right to audit ORGANIZATION's compliance with this Agreement. The District shall give ORGANIZATION five (5) business days' written notice of its intent to audit ORGANIZATION's compliance. ORGANIZATION shall cooperate fully with such an audit.

## 12. MISCELLANEOUS TERMS

- 12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 12.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 12.3 No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 12.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.

- 12.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 12.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 12.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 12.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 12.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 12.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 12.11 No Party shall have the right to commit the other Party to any contractual, legal, or financial liability unless said Party has received the prior agreement from the other Party in writing.
- 12.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 12.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 12.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 12.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts.

- 12.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 12.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.
- 12.18 Throughout the term of this Agreement, each Party 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. Each Party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
- 12.19 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[SIGNATURE PAGE FOLLOWS]

13. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

**Tarrant County Juvenile Services**

**Fort Worth Independent School District**

By: \_\_\_\_\_  
Name: Riley Shaw  
Title: Director of Juvenile Services  
Date: 8/20/2025

By: \_\_\_\_\_  
Name: Ramesh Krishnamurthy  
Title: CIO, Division of Technology  
Date: Date

**TARRANT COUNTY JUVENILE BOARD:**

Approved as to Form:

By: \_\_\_\_\_  
NAME: Alex Kim, 323<sup>rd</sup> District Court  
TITLE/ENTITY: Juvenile Board Interim Chair  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Fort Worth ISD Legal Counsel

(Required for Purchases valued at \$10,000.00 and above)

**COUNTY OF TARRANT, TEXAS:**

BY: \_\_\_\_\_  
NAME: Tim O’Hare  
TITLE/ENTITY: Tarrant County Judge  
DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
NAME: James Nichols  
TITLE/ENTITY: Criminal District Attorney’s Office\*  
DATE: \_\_\_\_\_

\*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.

## Exhibit A

### Data Overview and Specific Data Requested

**Instructions:** ORGANIZATION should identify if District Data is collected to provide the described services. If District Data is collected to provide the described services, list the required fields or indicate that a separate document is attached.

ORGANIZATION does NOT collect District Data to provide the described services.

ORGANIZATION does collect District Data to provide the described services.

**Table 1: Data Overview**

Student Data

<b>School Years of Data Requested</b>	School Years Requested
<b>Students Included</b>	SD
<b>Timeframe for Collection</b>	Timeframe for Collection
<b>Other</b>	Other

Non-Student Data

<b>Years Requested</b>	Years Requested
<b>Timeframe for Collection</b>	Timeframe for Collection
<b>Other</b>	Other

**Table 2: Data Requested**

**Student Data**

<b>Data Type</b>	<b>Data Details</b>
Student Identifiers	<ul style="list-style-type: none"> <li>Student Identifiers</li> </ul>
Static Student Demographics	<ul style="list-style-type: none"> <li>Demographics.</li> </ul>
Student Academics	<ul style="list-style-type: none"> <li>Student Academics</li> </ul>
Student Attendance and Referrals	<ul style="list-style-type: none"> <li>Student Attendance</li> </ul>
Other	<ul style="list-style-type: none"> <li>Other</li> </ul>

**Non-Student Data**

<b>Data Type</b>	<b>Data Details</b>
Data Type	<ul style="list-style-type: none"> <li>Data Detail</li> </ul>

## **Exhibit B**

### **Data Sharing Process**

**Instructions:** Please specify the data-sharing method that will be utilized and describe the specific data-sharing process below.

Fort Worth Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Classlink
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe Data Sharing Process

## **Exhibit C**

### **Quote, Scope of Work, Response to Request for Proposal/Qualifications**

**Instructions:** Please insert the applicable Quote, Scope of Work, RFP below and/or describe the services that will be provided by ORGANIZATION to the District.

STATE OF TEXAS                    }  
   }  
   }           **Contract for Residential Juvenile Offender Services**  
 COUNTY OF BELL                    }

This Contract for Residential Juvenile Offender Services (“Contract”) is entered into by and between Bell County, acting by and through the **Bell County Juvenile Board, Bell County Juvenile Services** (*hereafter collectively referred to as “BCJS”*) and the County of Tarrant (*Contracting County or Judicial District*) acting by and through their respective duly authorized representatives, to be effective from September 1, 2025 (the “Effective Date”) through August 31, 2026, pursuant to its provisions.

Accordingly, the parties agree as follows:

**I. Purpose**

1. This Contract is entered into for the purpose of placement by Contracting County of children alleged to have committed acts of delinquency or acts indicating a need for supervision, as ordered by a Juvenile Court, into Bell County Juvenile Services’ facility, whether said children are in pre-adjudicated, pre-dispositional, or post-dispositional status as prescribed by an appropriate court.
2. In accordance with this Contract, the Bell County Juvenile Board shall provide both a pre-adjudication detention facility and/or a post adjudication residential treatment program in compliance with applicable Texas Administrative Code and Texas Juvenile Justice Department standards and regulations.
3. BCJS will accept any child, as qualified hereunder, in its facility without regard to said child’s religion, creed, race, color, sex, or national origin, nor discriminate against any child on such basis.

**II. Services Provided**

1. The parties acknowledge that the level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.
2. BCJS will provide the following level of care services:

**A. Definitions:**

- i. **Pre-Adjudication Detention Facility – Basic Level of Care:** Basic Level of Care consists of a structured, supportive residential setting that is designed to maintain or improve the child’s functioning. It includes routine guidance and supervision to ensure the child’s safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals

or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development. Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

- ii. **Post-Adjudication Residential Program – Specialized Level of Care:** Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions. Specialized programming is developed and implemented by appropriately credentialed professionals.

B. BCJS will provide residential services, including standard supervision by qualified adults, food services, recreation, personal hygiene items, haircuts, and school supplies. In addition, BCJS will provide program components, which include Texas Education Agency-approved educational programs, appropriate counseling programs, and process groups. Additional programs under the post adjudication residential program include evidence-based, social-emotional learning curriculum teaching anger management, social cognitive processing, emotional regulation, and a variety of coping skills from cognitive restructuring to meditation and mindfulness. Clinical approaches include the Transtheoretical Model, CBT, TF-CBT, Motivational Interviewing, and the Social Cognitive Theory. Family components are more inclusive/intensive throughout the entire treatment process and include group therapy. The post-adjudication program provides only supplemental support or substance use disorder services that do not include substance use disorder treatment. Services are rendered utilizing the Matrix Model through Hazelden Foundation.

- i. BCJS will ensure that the provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors, or paraprofessional staff under the direct supervision of professional therapists or counselors).
- ii. BCJS will identify specific goals and outputs for each post adjudicated resident and will document measurable outcomes relating to established program objectives. BCJS will conduct a review of a child's continued need for specialized services at least every 90 days by an appropriate mental health professional and/or treatment team.

3. In addition, BCJS will be responsible for medical examinations of youth within the facility, as necessary, and/or treatment and/or hospitalization outside the facility, with prior written approval of Contracting County, if feasible, also as necessary. If emergency examination, treatment and/or hospitalization of a child under this Contract is required, BCJS, or its agent is authorized to secure said medical services, or transfer to other tertiary

care centers, at the expense of Contracting County, and Contracting County will indemnify, to the extent permitted by law, and hold harmless BCJS, Bell County, Bell County Juvenile Board, and their respective representatives, agents, and employees from any and all liability for charges for reasonable and necessary medical treatment, examination, and/or hospitalization. BCJS, or its designee, shall notify the appropriate county and parent/guardian of such emergency within 24 hours of its occurrence.

4. Contracting County may periodically examine and evaluate both the facilities, programs, and appropriate records maintained by BCJS and Bell County and provided under the terms of this Contract, including on-site visitation, observation of programs in operation, and interviews with the children placed by Contracting County. BCJS will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting County. BCJS will maintain the records (as referenced above) for seven years after the termination of this Contract.
5. BCJS will provide to Contracting County such information on children placed with the facility by Contracting County as requested on forms to be provided by Contracting County. BCJS shall maintain strict confidentiality of all information and records relating to said children except as may be otherwise required by law or to the extent necessary to further performance of services under this Contract.

### **III. Evaluation Criteria**

1. The performance of BCJS in achieving the goals of the Contracting County will be evaluated based on the output and outcome measures contained in this section.
  - A. Contracting County shall evaluate BCJS's performance under this Contract according to the following specific performance goals:
    - (1) ensure children complete residential placement;
    - (2) prevent re-referrals of children during the six months following release from residential placement; and
    - (3) ensure children advance in progression within the program.
  - B. Contracting County shall additionally evaluate BCJS by the following output measures (in actual numbers of units of service and activities):
    - (1) the total number of children placed in residential placement;
    - (2) the total number of children discharged from residential placement successfully;
    - (3) the total number of re-referrals of children discharged from placements within six (6) months after release; and
    - (4) the total number of children who advance in the progression system.
  - C. Contracting County shall further evaluate BCJS by the following outcome measures:

- (1) percentage of children in residential placement who will complete their placement as a successful discharge;
  - (2) percentage of children who have completed their placement and no re-referrals within six months after release; and
  - (3) percentage of children who advance in progression system.
2. Failure to reach any specified goals by a juvenile shall not give rise to the Contracting County for any cause of action or suit against BCJS for breach of contract, failure of consideration, specific performance nor any other cause of action at law or in equity.

#### **IV. Terms**

1. The term of this Contract shall be 12 months from the Effective Date. This Contract shall automatically renew and extend for an additional one-year period on the first day of September of each succeeding year unless Contracting County gives written notice to BCJS not less than 30 days prior to the first day of September of each succeeding anniversary.
2. Either party may terminate this Contract for any reason by notifying the other party in writing, 30 days in advance, by certified delivery or personal delivery to the other party's principal address, of the intention to terminate the Contract. Contracting County shall remove all children placed in the facility on or before the termination date.
3. At a minimum, any juvenile court order under which children are placed in the detention facility shall require the child to follow all rules and regulations relating to conduct, as fixed and determined by BCJS and/or the staff of the facility. The child shall be released from the facility to Contracting County or appropriate responsible adult on or before the date any such order expires.
4. If a child, after his or her placement, and in the sole judgment of BCJS, or its agent, is found or reasonably believed to be mentally and/or physically unfit, dangerous, unmanageable, unsuitable for a given program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the child or other occupants of the facility, then upon notice to the Contracting County, the Contracting County shall remove or cause to be timely removed said child from the facility. Efforts shall be made within 24 hours of said notice to remove said child from the facility, but in no event, more than 48 hours of said notice.
5. It is specifically understood that acceptance of any child in the facility will be determined on a space available basis, and that children placed in the facility by BCJS shall receive priority. Contracting County shall call BCJS prior to transporting a child to a BCJS facility to ensure that space is available. Children referred for post adjudicated placement shall complete the necessary referral process prior to placement. In the event that maximum capacity of occupation of the facility is reached, BCJS has the right, and Contracting County agrees, to ask that Contracting County remove whatever number of children that

it has placed in the facility necessary to maintain a proper occupancy rate, and Contracting County shall immediately remove whatever number of children is requested to be removed.

6. BCJS will follow all applicable state and federal laws and regulations pertinent to the services offered herein, including the standards promulgated by the Texas Juvenile Justice Department.
7. Contracting County shall provide a copy of the appropriate juvenile court order for any child placed with the facility to BCJS at the time the child is transported to the facility, as well as all appropriate pre- and post-adjudication paperwork as required by the Texas Juvenile Justice Department, or its successor agency.
8. BCJS will give Contracting County at least ten (10) days' notice prior to discharging a child, except in circumstances in which the child is determined to be a danger to self or others in which the child shall be immediately and timely removed from the facility by Contracting County pursuant to Article IV, Section 4 of this Contract.
9. Any furlough of a child placed in the facility with a parent, guardian, custodian, or other responsible adult shall be allowed only with the prior written permission of Contracting County or other appropriate juvenile court.
10. It is understood and agreed that a child placed in the facility shall not be discharged there from without receipt by BCJS of a properly certified order signed by the judge having juvenile jurisdiction and Contracting County, or proper written authorization of the Juvenile Probation Department initially detaining the child.
11. BCJS shall report any allegation or incident of abuse, exploitation, or neglect of any child in the facility, whether or not placed by Contracting County, immediately but no later than one hour to local law enforcement, immediately but no later than four hours to the Texas Juvenile Justice Department, and immediately but no later than 24 hours to the Contracting County.
12. BCJS certifies that its employees comply with all standards allowing direct contact with children within the facility, including criminal history background, and have not been the subject of any investigation by a regulatory or law enforcement agency causing a reason to believe possible abuse, neglect, or exploitation of a child. It further certifies that no registered sex offender, whether a subcontractor or employee, or agent thereof, shall be in contact with any child held in the facility.

#### **V. Compensation and Payment**

1. Contracting County will pay BCJS the sum of **\$315.00** per day for each child placed in the Bell County Juvenile Services **Pre-Adjudication Detention** Facility.

Contracting County will pay BCJS **\$325.00** per day for each child placed for a **specialized**

**level of care in the Post-Adjudication program.** It is specifically understood by the parties that all payments by Contracting County shall come from currently budgeted funds.

2. Contracting County will pay or reimburse BCJS for any expenditure incurred as a result of medical or dental examination, treatment, or hospitalization of any child placed with the facility.
3. BCJS shall send Contracting County a monthly invoice for payment and reimbursement under this Contract, and Contracting County will make timely payment. BCJS shall maintain all applicable records for a minimum of seven years or until any pending audits or other questions arising there from have been resolved. BCJS shall account separately for the receipt and expenditure of any and all funds received under this Contract.
4. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with funds expended or received by BCJS. Both parties agree to cooperate fully with the State Auditor's Office or successor in the conduct of such audit or investigation, including the provision of all records requested. BCJS will require the same agreement to cooperate on the part of any subcontractors that may provide related services to BCJS.
  - A. BCJS shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Contracting County shall account separately for state funds received and expended utilizing the Generally Accepted Accounting Practices (GAAP).
  - B. It is understood and agreed by Contracting County that this Contract is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
  - C. BCJS will provide certification of eligibility to receive State Funds as required by Texas Family Code 231.006.
5. Psychiatric services will be provided to the child on an as needed basis. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the post-adjudication program.

## **VI. Additional Terms & Agreement**

1. BCJS will comply with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.
2. All agencies contracting with BCJS for placement of residents have the right to monitor the facility to ensure compliance with PREA standards.

3. If a resident from the Contracting County alleges that he/she was abused while in the custody of BCJS, an administrative investigation of the incident will be conducted, and BCJS will refer the allegation to the Killeen Police Department for criminal investigation.
4. BCJS will contact the Contracting County's Chief Juvenile Probation Officer as soon as possible, but within 72 hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigations.
5. The resident victim will be offered a forensic medical exam at no financial cost to the resident or the Contracting County where evidentiary or medically appropriate, a victim advocate for support during the forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information, and referrals.
6. BCJS will provide medical and mental health services to any resident who has been the victim of sexual abuse while confined at a BCJS facility at no cost to the resident or Contracting County for the duration of care as determined by a qualified medical and mental health practitioner.

#### **VII. Miscellaneous**

1. No provision of this Contract may be assigned without the prior written consent of the parties thereto.
2. The parties agree that this Contract constitutes the sole and only agreement of the parties hereto, that it supersedes any prior agreement or understanding regarding the subject matter within, and no provision of this Contract may be revised or amended without the written agreement of both parties.
3. This Contract shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. In the event of any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Tarrant County, Texas.
4. This Contract is subject to the provisions of the Texas Public Information Act. Section 552 et seq. of the Texas Government Code.
5. In providing the services required by this Contract, both parties 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. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
6. THIS CONTRACT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS

AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EITHER PARY HAS BY OPERATION OF LAW. NOTHING IN THIS CONTRACT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

7. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
8. All notices to Bell County Juvenile Services shall be emailed to: [bcjs.fiscaldept@bellcounty.texas.gov](mailto:bcjs.fiscaldept@bellcounty.texas.gov) or mailed to 4800 E. Rancier Ave., Killeen, TX 76543.
9. All notices to the Contracting County shall be sent to:

Riley Shaw  
Director and Chief Juvenile Probation Officer  
Tarrant County Juvenile Services  
2701 Kimbo Rd.

Fort Worth, Texas 76111

Effective Date: September 1, 2025.

\_\_\_\_\_  
**Chairman, Juvenile Board**  
**Bell County**

\_\_\_\_\_  
**Chairman, Juvenile Board**  
\_\_\_\_\_**County/Judicial District**

\_\_\_\_\_  
**Director / Chief**  
**Bell County Juvenile Services**

\_\_\_\_\_  
**Director / Chief**  
\_\_\_\_\_**County/Judicial District**

**CONTRACT FOR SECURE SHORT-TERM DETENTION SERVICES**  
**RITE OF PASSAGE, INC.**

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJD, the County Juvenile Board at the request of and on behalf of **Tarrant County Juvenile Probation** (hereinafter called "COUNTY"), and **Rite of Passage, Inc.** (hereinafter called "SERVICE AGENT"), by this Contract, and in consideration of the mutual promises set forth below, agree that:

**I. CONTRACT PERIOD**

The contract period will be effective from September 1<sup>st</sup>, 2025 through August 31<sup>st</sup>, 2026.

**II. PURPOSE**

The purpose of this Secure Short-term Detention Services Contract is to provide the COUNTY with Short-term Detention Care for children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The SERVICE AGENT'S placement facility (hereinafter called "Facility") to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

<b><u>Contract Facility Name</u></b>	<b><u>Address</u></b>	<b><u>City / State/ Zip</u></b>
<b>Lake Granbury Youth Services</b>	<b>1300 Crossland Road</b>	<b>Granbury, TX 76048</b>

**III. SERVICES**

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The SERVICE AGENT agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed childcare facilities as follows:

- A. Provide this juvenile with room and board, supervision twenty-four hours per day, seven days a week; an approved education program; recreation facilities; case management, behavioral health services, including counseling and psychiatry services.
- B. Routine medical examination and treatment services within the Facility, which will be pre-approved by and paid for by the COUNTY. COUNTY agrees to pay for all non-routine and emergent medical and/or dental costs that exceed \$1,000 over the length of stay if:
  - i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or;
  - ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the child; and,
  - iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probable charges the next working day after services are provided.
  - iv) As appropriate, the SERVICE AGENT will provide proof of medical coverage to the Medical Service Provider to enable them to seek payment for medical services rendered.
- C. If emergency examination, EMS treatment, health care treatment and /or hospitalization outside the Facility ("Outside Treatment") is required for a juvenile placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the COUNTY. The COUNTY agrees to indemnify and hold harmless SERVICE AGENT, its officers, directors, representatives, agents, shareholders, and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Treatment. The Administrator shall notify COUNTY of Outside Treatment within twenty-four (24) hours of its occurrence.

- D. Juveniles from the COUNTY who are alleged to have engaged in delinquent conduct including a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the Facility under the authority of any Juvenile Court having jurisdiction or its designated official. Juveniles not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the juvenile is ordered detained, a certified copy of the Detention Order must be delivered to the Facility prior to the juvenile's re-admission.
- E. Each juvenile placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- F. If a juvenile is accepted by the Facility from the COUNTY and the juvenile thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the COUNTY of this determination. The juvenile shall immediately be removed from the Facility. It will be the responsibility of the COUNTY to provide for the transportation for the removal of the juvenile.
- G. SERVICE AGENT agrees that the Facility will accept any juvenile who qualifies, without regard to such juvenile's religion, race, creed, sex or national origin.
- H. It is further understood and agreed by the parties that juveniles placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from the COUNTY, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and Contract between the parties exists with the exception that the court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.
- I. It is further understood and agreed by the parties that juveniles may be released to the Probation Officer or other appropriate authority of the COUNTY pursuant to: (a) paragraph E of this Contract, (b) an Order of Release signed by the Judge of the Juvenile Court of the COUNTY.
- J. SERVICE AGENT shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- K. SERVICE AGENT shall provide twenty (24) hour supervision for the juvenile, including awake staff during sleeping hours in the Facility.
- L. Each juvenile placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the COUNTY.
- M. Each juvenile placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this Contract shall be construed to permit the COUNTY, its agents, servants, or employees in any way to manage, control, direct or instruct SERVICE AGENT, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the COUNTY shall control the condition and terms of detention supervision as to a particular juvenile pursuant to the Texas Family

Code, Section 51.12.

#### IV. COMPENSATION

- A. For and in consideration of the above-mentioned services, COUNTY agrees to pay the SERVICE AGENT the daily rate of **\$295** per bed. The cost is based on the projected actual cost of care for juveniles in the Facility.
- B. Psychiatric services will be provided to the juvenile on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by COUNTY at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.
- C. COUNTY agrees to pay for all psychotropic medications prescribed to the juvenile.
- D. COUNTY agrees to pay for all non-routine and emergent care for the child. SERVICE AGENT shall notify the COUNTY of the needed service and submit an invoice for reimbursement.
- E. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services. The cost for the provision of education services is not included in the per diem rate and the COUNTY shall not be responsible for the cost of these services. SERVICE AGENT shall work with state/local education agencies to receive reimbursement for these services.
- F. SERVICE AGENT will submit an invoice for payment of services to the COUNTY on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Contract. Invoices submitted by SERVICE AGENT in proper form shall be paid by COUNTY within thirty (30) days.
- G. SERVICE AGENT shall account separately for the receipt and expenditure of any and all state funds received from COUNTY under this contract. SERVICE AGENT shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
  - A. SERVICE AGENT has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Upon request, SERVICE AGENT shall forward a copy of the annual outside audit to COUNTY by June 1 following the end of the fiscal year.
  - B. If SERVICE does not obtain an annual outside audit, then SERVICE AGENT shall provide a separate accounting of funds received from COUNTY in whole or in part paid from state funds. The accounting shall clearly list the state funds received from the COUNTY and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to the COUNTY thirty (30) days prior to the renewal date of the contract.
- H. It is understood and agreed by SERVICE AGENT that this Contract is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- I. In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.
- J. SERVICE AGENT agrees to make claims for payment or direct any payment disputes to COUNTY. SERVICE AGENT will not contact other department employees regarding any claims of payment.
- K. SERVICE AGENT will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

- L. Except to the extent that a party to this Contract seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the cost of mediation services equally.

## **V. ADDITIONAL TERMS AND AGREEMENTS**

- A. Prior to transporting a juvenile to the Facility for placement in Secure Short-Term Detention, the official authorizing the placement shall call the SERVICE AGENT to ensure that space is available. Placement of juveniles by authorized officers of COUNTY may be denied if space limitations require as determined by the SERVICE AGENT.
- B. A juvenile will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order / Authorization for Detention from the COUNTY.
- C. It is understood and agreed that any juvenile placed in the Facility by the COUNTY shall be responsible for any damages caused by their juveniles. The SERVICE AGENT shall notify the COUNTY of such damages and provide estimates / invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all costs of repairs have been received.
- D. Each juvenile placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the SERVICE AGENT.
- E. This Contract, terms and agreements are transferable only with the written consent of both parties.

## **VI. EXAMINATION OF PROGRAM RECORDS**

- A. SERVICE AGENT agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and / or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of SERVICE AGENT and the juveniles when deemed necessary.
- B. SERVICE AGENT shall provide to COUNTY such descriptive information on contracted juveniles as requested on forms provided by COUNTY.
- C. For purpose of evaluation, inspection, auditing or reproduction, SERVICE AGENT agrees to maintain and make available to authorized representatives of the State of Texas or COUNTY any and all books, documents or other evidence pertaining to the costs and expenses of this Contract.
- D. SERVICE AGENT will keep a record of all services provided to COUNTY under this Contract, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by COUNTY. SERVICE AGENT will maintain the records (as referenced above) for seven (7) years after the termination of this Contract.
- E. SERVICE AGENT understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. SERVICE AGENT further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. SERVICE AGENT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.

## VII. CONFIDENTIALITY OF RECORDS

SERVICE AGENT shall maintain strict confidentiality of all information and records relating to juveniles involved in COUNTY services and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

## VIII. DUTY TO REPORT

As required by §§261.101 and 261.405 of the Texas Family Code, SERVICE AGENT shall report any allegations or incident of abuse, exploitation or neglect of any juvenile (including but not limited to a juvenile that has been placed by COUNTY) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the **Granbury Police Department**);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. COUNTY.

## IX. DISCLOSURE OF INFORMATION

SERVICE AGENT warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly ascertain and disclose in sufficient detail this same information to COUNTY:

- A. Any and all corrective action required by any of SERVICE AGENT'S licensing authorities;
- B. Any and all litigation filed against the SERVICE AGENT, or against its employees, interns, volunteers, subcontractors, agents and / or consultants that have direct conflict with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the SERVICE AGENT that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and /or consultant of the SERVICE AGENT that had direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the SERVICE AGENT'S employees, interns, volunteers, subcontractors, agents and / or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of the SERVICE AGENT'S employees, interns, volunteers, subcontractors, agents and / or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## X. EQUAL OPPORTUNITY

SERVICE AGENT agrees to respect and protect the civil and legal rights of all juveniles and their parents. During the performance of this Contract the SERVICE AGENT agrees it:

- a) Will not discriminate against any juvenile, childcare Agent, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. The SERVICE AGENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

- b) Will, in all solicitations or advertisement for employees placed by or on behalf of the SERVICE AGENT, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) Shall abide by all applicable federal, State and local laws and regulations.

## **XI. DISCLOSURE OF INTERESTED PARTIES**

No officer, employee or agent of COUNTY and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. SERVICE AGENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the form 1295, certified to as shown in Attachment "F", with the Texas Ethics Commission as required by law.

## **XII. DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

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

- A. If SERVICE AGENT fails to perform the work called for by this Contract within the time specified herein or any extension thereof, or
- B. If SERVICE AGENT fails to perform any of the other material provisions of this Contract, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms, and in either of these two circumstances after receiving notice of default, SERVICE AGENT does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Contract seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. To the extent permitted by law and ordered by the trial court, the prevailing party in any lawsuit arising out of this Contract will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. Notices required under this Contract shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Contract. Unless specified otherwise, notice required in this Contract shall be deemed to have been received when received.

Rite of Passage-LGYS  
2560 Business Pkwy Ste A  
Minden, NV 89423  
Attn: Rusty Alexander

Tarrant County Juvenile Probation  
2701 Kimbo Road  
Fort Worth, TX 76111  
Attn: Chief

- F. Captions in this Contract are for convenience only and shall be deemed irrelevant in construing the provisions of the Contract.
- G. The parties intend that, in construing and enforcing the provisions of the Contract, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Contract to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Contract.
- I. No express or implied waiver by any party of any right of that party under this Contract in any specific circumstance shall be considered to waive that right of the party in any other circumstance.
- J. The covenants and agreements in this Contract are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

### **XIII. TERMINATION**

The initial term of this Contract shall be for a period of twelve months from the effective date. However, if either party feels in its judgment that the Contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this Contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish the COUNTY'S responsibility for payment of any amounts due and owing at the time of termination of the Contract. The COUNTY shall remove at its expense all juveniles placed in the Facility on or before the termination date.

### **XIV. REPRESENTATIONS & WARRANTIES**

SERVICE AGENT hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Contract;
- B. That is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County, or any political subdivision thereof;
- C. SERVICE AGENT will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of SERVICE AGENT. Copies of original insurance policies shall be furnished to COUNTY. Furthermore, the COUNTY shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to COUNTY.
- D. That all of its employees, interns, volunteers, subcontractors, agents and / or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.
- E. The SERVICE AGENT verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. The term "boycott Israel" is defined by the Texas Government Code Section 808.001, effective September 1, 2017.
- F. Scrutinized Business Operations Prohibited: In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in

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

- G. Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited: In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).
- H. Boycott of Certain Energy Companies Prohibited: In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

## **XV. COMPLIANCE WITH LAWS**

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

Texas Government Code Chapter 552 ("Texas Public Information Act" or "TPIA"). The County advises Contractor that the County is a governmental body under [Chapter 552](#) of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Contractor's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose Contractor information that may be subject to an exception from disclosure, County will (i) promptly notify Contractor of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

## **XVI. VENUE**

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

## **XVII. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

## **XVIII. PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior

understandings or written or oral Contract between the parties respecting the within subject matter.

#### **XIX. PRISON RAPE ELIMINATION ACT (PREA)**

- A. SERVICE AGENT shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated person, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, SERVICE AGENT shall make available to the COUNTY all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice form the previous calendar year no later than June 30<sup>th</sup> [PREA 115.387 (e) and (f)].
- C. All COUNTY employees and / or employees of other agencies that COUNTY send to the Facility shall have completed PREA training.

#### **XX. ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

# “EXHIBIT A”

## Vendor Verification Form

The COUNTY contact for all invoicing questions is:

Billing Contact Name	
Billing Contact Title	
Billing Contact Phone	
Billing Contact Email	

Rite of Passage shall submit invoices for payment (select one)

- Via US Mail
- Electronically

If via US Mail, invoices shall be mailed as follows:

Agency Name	
Attention	
Street Address	
City, State, Zip Code	

If invoices are to be submitted electronically, invoices shall be emailed as follows:

Billing Contact Email	
-----------------------	--

## Signatures of Authority

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

### Rite of Passage, Inc.

Signature: \_\_\_\_\_

Print Name: Rusty Alexander

Title: Business Managing Director

Date: \_\_\_\_\_

### Tarrant County Juvenile Probation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Additional COUNTY Signatures:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF TEXAS

§  
§

JUVENILE SERVICES CONTRACT  
WITH MHMRTC  
FOR

COUNTY OF TARRANT

§

SYSTEMS NAVIGATOR SERVICES

## BACKGROUND

This Contract for services is between Tarrant County, Texas ("COUNTY") and MHMR of Tarrant County (MHMRTC) ("PROVIDER") for the provision of two (2) full-time systems navigators to support Tarrant County Juvenile Services ("TCJS"). The navigators will provide early intervention, short-term, intensive in-home and community-based case management services for pre- and post-adjudication youth, with a focus on comprehensive systems navigation to promote family stability and self-sufficiency. Services will include connection to public benefits, behavioral health care, educational supports, and other community-based resources. The navigator will assist families in navigating complex systems, including healthcare, housing, and education, to ensure youth and families receive coordinated, accessible services that reduce recidivism and reliance on the juvenile justice system. These services will address behavioral health, basic and complex needs, including crisis stabilization and connection to programs and services.

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

- 1.1 PROVIDER agrees to perform the following:
  - 1.1.1 Deliver services by two (2) bachelor's degree level navigators.
  - 1.1.2 Engage youth/family timely within 5 business days of referral.
  - 1.1.3 Complete a community resource and benefits assessment and case plan to include family identified needs and recommendations for every referral.
  - 1.1.4 Assist families in accessing and applying for public benefits, including but not limited to housing, Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Women, Infants, and Children (WIC) by providing direct support with eligibility screening, application completion, and follow-up to ensure service linkage and continuity.
  - 1.1.5 Identify and assist in removing temporary barriers to service engagement, such as lack of transportation, limited internet access, language needs, or scheduling conflicts, to support full participation by youth and families.
  - 1.1.6 Based on expertise and initial and on-going screening and assessment, identify and find resources to include MHMR programs/services and other community providers and linkages.
  - 1.1.7 Facilitate youth/family access to appropriate services available through MHMRTC, including mental health services, substance use services, disability services and family services. This includes addressing complex needs and services.
  - 1.1.8 Facilitate access to MHMR Disability Services, Local Intellectual and Development Disability Authority (LIDDA), for eligibility determination and services, including access to crisis stabilization services when needed.
  - 1.1.9 Provide case management services and refer youth to appropriate services if more intensive treatment is required. When necessary, assist family in accessing short-term stabilization services (such as inpatient hospital or CareHouse).

- 1.1.10 Support families in navigating school-based special education services, including assisting with referrals for evaluations, participating in ARD meetings when appropriate, and helping families understand their rights and the services available under IDEA and Section 504 of the Rehabilitation Act of 1973.
- 1.1.11 Facilitate information sharing between agencies regarding youth served by both agencies.
- 1.1.12 Review cases referred by TCJS for historical involvement with MHMRTC.
- 1.1.13 Notify COUNTY electronically within THREE (3) business days of the start date of first face to face contact with youth and family establishing time of enrollment in the program.
- 1.1.14 Notify COUNTY electronically within THREE (3) business days of the end date of services and reason for discharge.
- 1.1.15 Provide monthly progress updates for each youth by the 10<sup>th</sup> day of each month for services provided the previous month.
- 1.1.16 Complete a discharge plan for every youth served to include services and benefits youth and families were connected to and submit to Tarrant County Juvenile Services within FIVE (5) business days of discharge.

## **2 TERM**

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

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
  - 3.2.1 Provide a collaborative relationship with TCJS for services to pre- and post-adjudicated youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and
  - 3.2.2 Through early intervention, systems navigation, and diversion from the juvenile justice system; strengthen families in meeting their needs such as identifying and accessing resources, addressing and resolving identified behavioral health and other needs to effectively maintain living in the home and community.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 Serve a minimum of 24 – 30 youth at one time for a minimum of one (1) contact through up to ninety (90) days of services depending on the needs of the youth and family (extensions may be approved by TCJS); and
  - 3.3.2 # of youth and families receiving services and length of services; and
  - 3.3.3 # of youth and families enrolled through PROVIDER's efforts to public benefits such as Medicaid, SNAP, TANF, SSI and WIC; and
  - 3.3.4 # of youth and families supported by PROVIDER in navigating school-based special education services; and
  - 3.3.5 # of youth and families connected through PROVIDER's efforts to disability services for eligibility determination and services; and
  - 3.3.6 # of youth assisted by PROVIDER with admission to short-term stabilization; and
  - 3.3.7 # of referrals of youth and family members to MHMRTC for additional community behavioral health services; and
  - 3.3.8 # and types of other referrals and resources provided for youth and families.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:

- 3.4.1 Each systems navigator will be available during normal business hours, except for reasonable days for earned vacation or sick leave; and
- 3.4.2 Median number of days to engagement will not exceed five (5) business days; and
- 3.4.3 90% of youth and families will be connected to public benefits for youth, including those listed in 3.3.3 through 3.3.7 above.
- 3.4.4 70% of youth served will not be re-arrested within the first year of receiving services.
- 3.4.5 PROVIDER shall submit a performance report on output and outcome measures by November 1, 2026, outlining the success in meeting the specific goals and objectives in this contract.

#### **4 COST**

- 4.1 COUNTY agrees to provide funding for salary, fringe, travel and other related costs in an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to PROVIDER, in consideration for which PROVIDER will assign two (2) full-time lead systems navigators to provide these services.
- 4.2 PROVIDER will be paid monthly increments of \$16,666.67. PROVIDER agrees to prorate the monthly amount if either or both of the systems navigator positions become vacant or if either or both of the systems navigators is/are out on unpaid leave;
- 4.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

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

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
  - 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to the Chief Juvenile Probation Officer at 817-838-4643.

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

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

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

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

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

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

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

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

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

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

**13 EQUAL OPPORTUNITY**

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

**14 OFFICIAL NOT TO BENEFIT**

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

**15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

- 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
- 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 NOTICE**

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

**COUNTY**  
Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76196

**PROVIDER**  
Ms. Susan Garnett, CEO  
MHMR of Tarrant County  
3840 Hulen Street, North Tower  
Fort Worth, Texas 76107

**20 WAIVER OF SUBROGATION**

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

**21 INDEMNIFICATION**

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

**22 SOVEREIGN IMMUNITY**

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

**23 REPRESENTATION AND WARRANTIES**

- 23.1 PROVIDER hereby represents and warrants the following:
  - 23.1.1 That is has all necessary right, title, license and authority to enter into this Contract;
  - 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract; and
  - 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations.

**24 TEXAS LAW TO APPLY**

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

## 25 VENUE

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

## 26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.

26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

**27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**28 PRIOR AGREEMENTS SUPERSEDED**

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

**29 AMENDMENTS**

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

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

**30 DISCLOSURE OF INTERESTED PARTIES**

The MHMR of Tarrant County acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

**31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

MHMR of Tarrant County

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Susan Garnett Date  
Chief Executive Officer  
3840 Hulen Street, North Tower, Fort Worth, TX  
76107

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

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$200,000.00:**

**Grant-2004/P0021-2026/2610150000/569011**

**COUNTY OF TARRANT  
STATE OF TEXAS**

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
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.



STATE OF TEXAS  
  
COUNTY OF TARRANT

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§  
§  
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**JUVENILE SERVICES CONTRACT WITH  
MHMRTC FOR HELP  
ME THRIVE (HMT) NAVIGATION  
AND CONTINUUM OF SUPPORTS**

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and MHMR of Tarrant County (MHMRTC), hereinafter referred to as (“PROVIDER”), for the provision of Help Me Thrive (HMT) Navigation and Continuum of Supports. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to improve school achievement, reduce alcohol/drug use, and decrease involvement with juvenile justice system.

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

- 1.1 PROVIDER agrees to perform the following:
  - 1.1.1 Provide a well-trained, part-time specialist to be housed at the Tarrant County Juvenile Justice Alternative Education Program, herein after referred to as (“JJAEP”), for 200 school days (this includes summer school), 15 - 18 hours a week (school hours currently 8:30 am – 4:30 pm), to implement an evidence-based life skills curriculum, substance abuse education and counseling to students who attend the JJAEP;
  - 1.1.2 Complete timely orientation requirements with students and parents;
  - 1.1.3 Utilize a validated substance abuse screening tool for JJAEP students. This tool is to screen students for specific interventions and services;
  - 1.1.4 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
  - 1.1.5 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
  - 1.1.6 Provide any required documentation once confidentiality releases have been signed.
- 1.2 COUNTY will provide the following services:
  - 1.2.1 Refer to PROVIDER students identified as meeting criteria for life skills, substance abuse education and counseling;
  - 1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
  - 1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
  - 1.2.4 Provide any required documentation once confidentiality releases have been signed.

### 2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

### **3 EVALUATION CRITERIA**

- 3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
  - 3.1.1 Primary outcome measure: Increase core social and emotional competencies for students attending the JJAEP in order to improve school achievement, reduce drug use, and decrease involvement with juvenile justice system.
- 3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.2.1 One part-time specialist for daily coverage for the school calendar, including summer school;
  - 3.2.2 Evidence-based Life Skills training curriculum to target population;
  - 3.2.3 Substance abuse screening, education and counseling services to target population; and
  - 3.2.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
  - 3.3.1 At time of discharge, a minimum of 70% of youth referred to the program did not penetrate further into the juvenile justice system;
  - 3.3.2 Achieve a minimum of 80% daily program attendance rate;
  - 3.3.3 Maintain a minimum of 85% successful program completion rate.

### **4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$45,000 annually. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 PROVIDER will bill for services performed in accordance with this Contract;
  - 4.1.2 This annual amount will be paid in monthly increments at \$3,750 x 12 months;
  - 4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesús Reyes, 2701 Kimbo Road, Fort Worth, TX 76111;
  - 4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
  - 4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## **6 CONFIDENTIALITY OF RECORDS**

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Life Skills Education Curriculum and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

## **7 DUTY TO REPORT**

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

7.1.1 Local Law enforcement agency with jurisdiction; and

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

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

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

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

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

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

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

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

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

- 12.1.5 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

**13 EQUAL OPPORTUNITY**

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

**14 OFFICIAL NOT TO BENEFIT**

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

**15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER’S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

**HELP ME THRIVE (HMT) NAVIGATION AND  
CONTINUUM OF SUPPORTS – MHMRTC  
October 1, 2025 – September 30, 2026**

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

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

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

**18 DEFAULT**

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

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

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

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

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

**19 NOTICE**

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

**TARRANT COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Rd.  
Fort Worth, TX 76111

**SERVICE PROVIDER**

Ms. Susan Garnett / MHMRTC  
CEO  
3840 Hulen Street, North Tower  
Fort Worth, TX 76107

**20 WAIVER OF SUBROGATION**

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

**21 INDEMNIFICATION**

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

**22 SOVEREIGN IMMUNITY**

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

## 23 REPRESENTATION AND WARRANTIES

- 23.1 PROVIDER hereby represents and warrants the following:
- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
  - 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
  - 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
  - 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## 24 TEXAS LAW TO APPLY

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

## 25 VENUE

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

## 26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

**HELP ME THRIVE (HMT) NAVIGATION AND  
CONTINUUM OF SUPPORTS – MHMRTC  
October 1, 2025 – September 30, 2026**

- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

**27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**28 PRIOR AGREEMENTS SUPERSEDED**

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

**29 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**30 DISCLOSURE OF INTERESTED PARTIES**

The MHMR of Tarrant County acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

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

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

**HELP ME THRIVE (HMT) NAVIGATION AND  
CONTINUUM OF SUPPORTS – MHMRTC  
October 1, 2025 – September 30, 2026**

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

APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners' Court Order No. \_\_\_\_\_.

TARRANT COUNTY  
STATE OF TEXAS

MHMRTC

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Susan Garnett Date  
CEO  
3840 Hulen Street, North Tower  
Fort Worth, TX 76107

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

**COUNTY OF TARRANT  
STATE OF TEXAS**

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$45,000:**

**10000-2026/2610115000/569011**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS  
COUNTY OF TARRANT

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JUVENILE SERVICES CONTRACT  
WITH MHMRTC  
FOR YOUTH MENTORING SERVICES

## BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as (“COUNTY”), and **MHMR of Tarrant County (MHMRTC)**, hereinafter referred to as (“PROVIDER”), for the provision of **youth mentoring services**. The Commissioners Court finds that this Contract serves a public purpose by providing a youth mentoring program that includes targeted strategies for gun violence prevention and gang involvement interventions to help the most at-risk youth under the jurisdiction of Tarrant County Juvenile Services, also referred to as (“TCJS”).

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

#### 1.1 YOUTH MENTORING SERVICES

- 1.1.1 Provide an average of 7.5 hours of mentoring services a week to moderate risk youth and an average of 15 hours a week to high-risk youth as assessed by Tarrant County Juvenile Services. No individual youth may receive less than 50% of the weekly average in any given week. For moderate risk youth, no less than 3.75 hours/week. For high-risk youth, no less than 7.5 hours/week.
- 1.1.2 Serve 60–65 youth concurrently and 150 youth annually with an average program participation period of five (5) months per youth..
- 1.1.3 Provide a combination of individual and group mentoring to youth each week during evening hours and weekends. Group mentoring activities should include academic support, positive social engagement, emotional development, and critical life skills training.;
- 1.1.4 Complete intake services in the home within three (3) business days from time of referral sent by TCJS and begin mentoring services within five (5) business days from time of referral sent by TCJS for each youth and family referred;
- 1.1.5 Complete assessment and service plan for youth and family with goals and objectives. The plan shall address all risk related behaviors, enrollment of youth in an educational/vocational/work programs, and compliance with orders of the court;
- 1.1.6 Support youth in meeting court ordered conditions of release such as school attendance, curfew, appointments and return for court appearances;
- 1.1.7 Continue to assess and monitor youth for a gang affiliation risk factors or active involvement in gang activity. Utilize mentors with lived experience, implement violence interruption and de-escalation strategies, and provide alternatives through life skills training and employment readiness.
- 1.1.8 Implement evidence-informed violence prevention programs and provide education on the consequences of firearm-related crimes.
- 1.1.9 Maintain a “no reject” policy, serving all youth referred.
- 1.1.10 Provide and assist with transportation as needed for participants to engage in program services, court appearances, substance abuse intervention programs, and access to community resources;
- 1.1.11 Provide intervention efforts that may include youth employment, educational intervention, attainment of GED, parent-support programs, and community linkages with other agencies for additional support to families.

- 1.1.12 Coordinate services with TCJS to avoid over-serving youth and families and interrupting daily routines such as their school schedule;
- 1.1.13 Provide at least 24-hour advance notice to TCJS any time a mentor plans an activity outside of Tarrant County with a youth;
- 1.1.14 Promptly notify TCJS of any concerns that may reasonably impact a youth's safety, compliance with court-ordered conditions, or successful participation in the program.
- 1.1.15 Provide monthly program cumulative roster and monthly program notes for each youth in the program by the 10th day of every month for the previous service month detailing progress in the program, identified barriers to services, the number of mentoring hours for the youth each week, and a brief description of each activity.
- 1.1.16 Notify electronically within 72 hours of event the start service date, end service date, and reason for discharge;
- 1.1.17 Provide a completed discharge plan within five (5) business days with summary of linkages to additional community resources at the time of discharge.

## **2 TERM**

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

## **3 EVALUATION**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Provide structured mentorship and intervention strategies that reduce juvenile justice involvement;
  - 3.2.2 Decrease the youth's risk of reoffending by addressing risk factors associated with criminal activity, violence, gun violence, and gang affiliation.
  - 3.2.3 Support positive life choices through mentorship and community engagement.
  - 3.2.4 Enhance the skills, resilience, and overall capacity of the youth to manage their lives effectively and without delinquent behavior.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of youth enrolled in Mentoring Services; and
  - 3.3.2 # of youth completing Mentoring Services.
- 3.4 COUNTY shall evaluate the services according to the following short-term measures:
  - 3.4.1.1 Maintain a sufficient number of trained personnel for at least 90% of the Contract period. For this Contract, "sufficient" means staffing levels that enable the program to concurrently serve 60–65 youth without generating a waitlist for services, with sufficient staffing levels achieved no later than ninety (90) days after the Contract start date and continually maintained thereafter.
  - 3.4.1.2 Trained personnel maintain a contact rate of 90% of expected contacts providing evidence-informed skills training sessions or mentoring services to clients/families in accordance with specific program expectations;
  - 3.4.1.3 Maintain an average of 7.5 mentoring hours per week for moderate-risk youth and 15 hours per week for high-risk youth, calculated monthly across the program, with at least 90% compliance with the average weekly hours requirement and at least 90% compliance with the minimum hours per youth requirement each month.
  - 3.4.1.4 85% of youth enrolled in a program will complete the program;
  - 3.4.1.5 90% of youth referred for services are engaged within three (3) business days of referral and face-to-face services begin within five (5) business days of referral;

3.4.1.6 75% of youth completing the program will not be placed outside the home or committed to TJJJ by the juvenile court within 6 months from program completion.

3.5 PROVIDER shall submit a performance report including output measures and short-term measures by November 1, 2026, outlining the success in meeting the specific goals and objectives in this contract.

#### **4 COST**

4.1 The COUNTY will pay no more than \$669,450.00 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will submit an invoice by the 10<sup>th</sup> day from the last day of the month for which payment is requested;

4.1.2 Invoice will list names of youth and families who participated in services, name of staff providing service, service date, # of service hours provided for each service event, the type of services provided, and the # of positions filled;

4.1.3 PROVIDER will be paid in monthly increments of \$55,787.50; monthly payment will be subject to prorated reduction if a sufficient number of trained personnel are not maintained by PROVIDER during the month billed;

4.1.4 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

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

#### **6 CONFIDENTIALITY OF RECORDS**

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

#### **7 DUTY TO REPORT**

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

7.1.1 Local Law enforcement agency with jurisdiction; and

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

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

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

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

10.1 PROVIDER may assign or subcontract any of its rights duties and/or obligations arising out of this Contract.

10.1.1 In subcontracting PROVIDER's duties and/or obligations, PROVIDER shall:

10.1.1.1 Comply with all purchasing and contracting requirements in accordance with [Chapter 262](#) of the Texas Local Government Code.

10.1.1.2 Comply with all reporting requirements in Section 26 of this Contract.

10.1.1.3 Ensure that all subcontractor's comply with this Contract in the performance of any services provided to the County; and

10.1.1.4 Monitor, verify and certify such each subcontractor's compliance to COUNTY in writing or by electronic mail on a monthly basis no later than the fifth (5<sup>th</sup>) day of each month.

10.1.2 Subcontractors shall comply with all terms of this Contract and shall perform all necessary criminal background checks on any employees, interns, volunteers, or agents providing services to the COUNTY.

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

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

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

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

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

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

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

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

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

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

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

### **17 TERMINATION**

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

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

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract.

For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## 18 DEFAULT

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## 19 NOTICE

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

### COUNTY

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

### PROVIDER

Susan Garnett, CEO  
MHMR of Tarrant County  
3840 Hulen Street, North Tower  
Fort Worth, Texas 76107

## 20 WAIVER OF SUBROGATION

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

## 21 INDEMNIFICATION

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

## 22 SOVEREIGN IMMUNITY

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

## 23 REPRESENTATION AND WARRANTIES

- 23.1 PROVIDER hereby represents and warrants the following:
- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
  - 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
  - 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations.

## 24 TEXAS LAW TO APPLY

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

## 25 VENUE

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

## 26 ADDITIONAL CONDITIONS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in

which funds received from this Contract form all or part of the consideration.

- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

## **27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **28 PRIOR AGREEMENTS SUPERSEDED**

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

## **29 AMENDMENTS**

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

## **30 DISCLOSURE OF INTERESTED PARTIES**

PROVIDER acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

## **31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

MHMR of Tarrant County

**X**  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

**X**  
\_\_\_\_\_  
Ms. Susan Garnett Date  
CEO  
3840 Hulen Street, North Tower  
Fort Worth, TX 76107

**X**  
\_\_\_\_\_  
Alex Kim Date  
Juvenile Board Interim Chairman  
2701 Kimbo Road, Fort Worth, TX 76111

**COUNTY OF TARRANT  
STATE OF TEXAS**

**\*CERTIFICATION OF AVAILABLE FUNDS IN THE  
AMOUNT OF \$669,450:**

**\$318,880.00-10000-2026/2610150000/569011  
\$350,570.00-Grant-2004/P0021-2026/2610150000/569011**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

## Summary of FY2026 Contract Renewals

<b>Service/Service Provider</b>	<b>FY2025 Budget</b>	<b>FY2026 Budget</b>
Campus Police Officer – Lena Pope Home, Inc.	\$113,748	\$113,748
Project Safety and Family Resilience (SAFeR) Services – Lena Pope Home, Inc.	\$65,900.90	\$65,900.90
On-Site Psychiatric Services – MHMR Tarrant County	\$35,000	\$35,000
Joint Project – MHMR Case Manager – MHMR of Tarrant County	\$26,000	\$26,000
On-Site Medical Services – Acclaim Physician Group	\$400,000	\$400,000
Out-Patient Treatment Services for Juveniles with Sexual Behavior Problems – Bettering Myself Within Counseling Center	\$136,000	\$136,000
Polygraph Services – Wood and Associates	\$20,000	\$20,000
Pre-Adjudication Respite Care Program – ACH Child and Family Services	\$49,275	\$49,275
Urine, Hair Follicle, Nail, and Sweat Patch Drug Testing – Integrity Health & Education	\$78,275	\$78,275



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT -  
POLICE OFFICER SERVICES  
WITH LENA POPE HOME

### BACKGROUND

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

### CONTRACT FOR SERVICES

#### 1. SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1. Full-time services of Fort Worth police officer(s) and all associated costs provided under Contract between City of Fort Worth and Lena Pope Home, assigned to provide campus security the JJAEP, which is housed on the campus of Lena Pope Home. The officer(s) will perform duty equivalent to full-time, as needed, on school days between October 1, 2025, and the end of the 2025-26 JJAEP school term, including summer school, if applicable.

#### 2. TERM

This Contract will begin on October 1, 2025 and concludes on September 30, 2026.

#### 3. EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 PROVIDER will have assigned officer on the JJAEP campus every day school is in session for 177 day traditional school period as well as up to a20 day summer school period.
- 3.3 PROVIDER will have assigned officer effectively address any behavioral issues that require law enforcement action, and act in accordance with Texas Statute.

#### 4. COST

COUNTY will pay not more than \$113,748 pursuant to this Contract. COUNTY will pay PROVIDER promptly upon presentation of quarterly invoices. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

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

- 4.2 PROVIDER will send a quarterly invoice, including copies of applicable City of Fort Worth billings to Tarrant County Tarrant County Juvenile Services, ATTN: Jesús Reyes, 3131 Sanguinet, Fort Worth, TX 76107; and
- 4.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

**5. EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

**6. CONFIDENTIALITY OF RECORDS**

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

**7. DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
  - 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

**8. FINANCIAL RESPONSIBILITY**

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

## 9. AGENCY-INDEPENDENT CONTRACTOR

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

## 10. ASSIGNMENT AND SUBCONTRACT

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

## 11. THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary. The parties to this Contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

## 12. DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct Contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13. EQUAL OPPORTUNITY**

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

### **14. OFFICIAL NOT TO BENEFIT**

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

### **15. COMPLIANCE WITH LAWS**

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

### **16. WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17. TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to termination of this Contract at any time.

**18. DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19. LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term.

**20. NOTICE**

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

**COUNTY**

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

**PROVIDER**

Ms. Ashley Barnes Ph. D., CEO  
Lena Pope Home  
3131 Sanguinet  
Fort Worth, Texas 76107

**21. WAIVER OF SUBROGATION**

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

**22. INDEMNIFICATION**

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

**23. SOVEREIGN IMMUNITY**

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

or party's employee, otherwise provided by law.

#### 24. REPRESENTATION AND WARRANTIES

- 24.1 PROVIDER hereby represents and warrants the following:
- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
  - 24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
  - 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
  - 24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

#### 25. TEXAS LAW TO APPLY

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

#### 26. VENUE

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

#### 27. ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by the TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 The PROVIDER understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through PROVIDER and the requirement to cooperate is included in any subcontract it awards.
- 27.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 27.4 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing

and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

- 27.5 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJPC for juvenile boards, juvenile probation departments and their subcontractors.
- 27.6 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 28.9 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code
- 28.10 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
- 28.11 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).
- 28.12 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

## 28. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**29. PRIOR AGREEMENTS SUPERSEDED**

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

**30. AMENDMENTS**

- 30.1 The Parties may amend this Contract by subsequent written amendments. The Parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**30 DISCLOSURE OF INTERESTED PARTIES**

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

**31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners' Court Order No. \_\_\_\_\_.

TARRANT COUNTY  
STATE OF TEXAS

Lena Pope Home, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Ashley Barnes, Ph.D. Date  
CEO  
3200 Sanguinet, Fort Worth, TX 76107

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

**COUNTY OF TARRANT  
STATE OF TEXAS**

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$113,748:**

**Grant-2004/P0027-2026/2610115000/569011**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS

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JUVENILE SERVICES CONTRACT  
WITH LENA POPE HOME  
FOR PROJECT SAFETY and FAMILY  
RESILIENCE (SAFeR) PROGRAM

COUNTY OF TARRANT

## BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as (“COUNTY”), and **Lena Pope Home, Inc**, hereinafter referred to as (“PROVIDER”), for the provision of Problematic Sexual Behavior Cognitive Behavior Therapy (PSB-CBT) also referred to as **Project Safety and Family Resilience (SAFeR) Program**. COUNTY finds that this Contract serves a public purpose by providing treatment services to youth between the ages of 10-14 and their families referred to Tarrant County Juvenile Services, also referred to as (“TCJS”), to address the specialized treatment needs of these youths displaying sexual offending behaviors.

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 Provide treatment services utilizing the PSB-CBT model for youth 10-14 years of age at the time the program is initiated;
- 1.2 Provide the PSB-CBT model to the youth and family over an approximate 23 -week period;
- 1.3 Work collaboratively with the staff of the Juvenile Offender Caseload Unit and the Community Collaborative Multidisciplinary Team to clearly identify treatment goals for the youth and family;
- 1.4 Therapists will meet regularly with the assigned juvenile probation officer/staff at scheduled clinical staffing/reviews throughout the treatment series;
- 1.5 Submit progress reports monthly along with the monthly invoice;
- 1.6 Maintain required contact with the University of Oklahoma Health Sciences Center (OUHSC) for consultation and supervision to ensure the clinicians providing treatment services obtain certification in the PSB-CBT model of treatment;
- 1.7 Notify electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;
- 1.8 Notify electronically within 72 hours of the end service date, reason for discharge and receive the discharge; and
- 1.9 Provide discharge summary within five (5) business days following the client's last date of services.

### 2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

### 3 EVALUATION CRITERIA

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

- 3.1 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.1.1 Decrease the risk of sexual based re-offending through the use of the PSB-CBT model;
  - 3.1.2 Increase the knowledge and understanding of the parents/guardians in sexual offending behaviors and how they can effectively manage their child's adjustment and treatment; and
  - 3.1.3 Obtain and maintain the necessary certification in the PSB-CBT model to effectively implement the treatment protocols.
- 3.2 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.2.1 Provide services to a minimum of six (6) youth and families during contract period.
- 3.3 COUNTY shall evaluate the program utilizing the following short-term measures:
  - 3.3.1 90% of youth referred will complete the program successfully;
  - 3.3.2 90% of youth served will not receive a new sexual offense-based referral while enrolled in the program; and
  - 3.3.3 100% of clinicians providing the treatment will receive on-going supervision by OUHSC and be certified in the treatment model.
- 3.4 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.4.1 85% of youth served successfully complete their probationary period;
  - 3.4.2 85% of youth who complete the program are not re-referred for a subsequent sexual based offense;
- 3.5 PROVIDER shall submit a performance report on short-term measures by November 1, 2026 outlining the success achieved in the program.

#### **4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$65,900.90 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 PROVIDER will bill at a weekly rate of \$177.83 per youth/family not to exceed a total of \$4,090.09 per case, unless pre-approved by the department.
  - 4.1.2 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;
  - 4.1.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
  - 4.1.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

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

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

## **6 CONFIDENTIALITY OF RECORDS**

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

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

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

- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

## 16 TERMINATION

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## 17 DEFAULT

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## 18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## 19 NOTICE

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

COUNTY	PROVIDER
Mr. Riley Shaw Director of Juvenile Services	Ms. Ashley Barnes, CEO Lena Pope Home, Inc.

2701 Kimbo Road  
Fort Worth, Texas 76111

3200 Sanguinet Street  
Fort Worth, TX 76107

## **20 WAIVER OF SUBROGATION**

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

## **21 INDEMNIFICATION**

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

## **22 SOVEREIGN IMMUNITY**

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

## **23 REPRESENTATION AND WARRANTIES**

23.1 PROVIDER hereby represents and warrants the following:

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

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

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

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

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

## **24 TEXAS LAW TO APPLY**

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

## **25 VENUE**

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

## 26 ADDITIONAL CONDITIONS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment “A” - Family Code 231.006**)
- 26.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from this Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

## 27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **28 PRIOR AGREEMENTS SUPERSEDED**

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

## **29 AMENDMENTS**

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

## **30 DISCLOSURE OF INTERESTED PARTIES**

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

## **31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Lena Pope Home, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Ashley Barnes Ph.D. Date  
CEO  
3200 Sanguinet St, Fort Worth, TX 76107

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

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$65,900.90:**

**\$25,000 – 10000-2026/2610510000/569011  
\$40,900.90-Grant-2004/P0031-2026/2610510000/569011**

\_\_\_\_\_  
Tim O’Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

**JUVENILE SERVICES CONTRACT  
WITH MHMR TARRANT COUNTY  
FOR PSYCHIATRIC SERVICES**

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and MHMR Tarrant County, (MHMRTC), hereinafter referred to as “PROVIDER”, for the provision of on-site psychiatric services at Lynn W. Ross Juvenile Detention Center, 2701 Kimbo Road, Fort Worth, TX. COUNTY finds that this Contract serves a public purpose to provide mental health services to youth that are referred to Tarrant County Juvenile Services, also referred to as (TCJS).

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 Clinic services on-site at the Lynn W. Ross Juvenile Justice Center, 2701 Kimbo Road, Fort Worth, TX 76111, provided by a psychiatrist Board Certified in Child & Adolescent Psychiatry. Clinic services will consist of four (4) consecutive hours weekly at a mutually agreed upon time during business hours only for which the following will be provided:
  - 1.1.1 Acute psychiatric care for juveniles housed in the institutional facilities at 2701 Kimbo Road. This may include initial psychiatric evaluation, initiation of psychotropic medications when warranted, and ongoing medication management during the juvenile’s stay in the facilities;
  - 1.1.2 Psychiatric consultation for juveniles on probation and living in the community, as needed. Conduct psychiatric evaluations to determine if a juvenile meets commitment criteria for mental illness when youth have been found Unfit to Proceed, as needed;
  - 1.1.3 Psychiatric evaluation of a juvenile in response to order for evaluation by the Court;
  - 1.1.4 Work with TCJS Psychological Services and Medical Services units to provide appropriate comprehensive treatment; and
  - 1.1.5 Responds to emergency calls for consultation as soon as possible but not later than 4 hours.

### 2 TERM

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

### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, After consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER’S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Decrease severity of acute psychiatric symptoms for youth during the period of detention, increasing the youth’s level of functioning and decreasing risks to youth and staff,

**On-Site Psychiatric Services – MHMRTC  
September 1, 2025 – August 31, 2026**

- 3.2.2 Avoid deterioration of youth with mental health problems during their stay in detention,
- 3.2.3 Assist in identifying nature of mental health issues in youth, initiating appropriate treatments and making recommendations for additional treatment needed upon release from detention; and
- 3.2.4 Enhance TCJS' overall capacity to meet the needs of mentally ill youth served.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of evaluations performed,
  - 3.3.2 # of consultations for ongoing medication management; and
  - 3.3.3 # of Fitness to Proceed evaluations completed.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
  - 3.4.1 95% of evaluations scheduled are completed within 24 hours.

**4 COST**

The COUNTY will pay PROVIDER no more than \$35,000 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract at an hourly rate of \$160.00 for direct services provided on site and \$40.00 per fifteen (15) minute interval for emergency telephone consultations,
- 4.2 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111,
- 4.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
- 4.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

**5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

**6 CONFIDENTIALITY OF RECORDS**

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

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

- 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 NOTICE**

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

COUNTY	PROVIDER
Riley Shaw, Director Tarrant County Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	MHMR TARRANT COUNTY Susan Garnett 3840 Hulen Street Fort Worth, Texas 76107

**20 WAIVER OF SUBROGATION**

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

**21 INDEMNIFICATION**

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

## 22 SOVEREIGN IMMUNITY

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

## 23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

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

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

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

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

## 24 TEXAS LAW TO APPLY

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

## 25 VENUE

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

## 26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

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

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

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

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- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
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- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJJ standards. Certain employees may be prohibited from providing services to youth under this contract.
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This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

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- 29.1 The parties may amend this Contract by subsequent written agreements. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this contract subject to the conditions herein.

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STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
WITH MHMRTC  
FOR JOINT PROJECT SERVICES

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and MHMR of Tarrant County (MHMRTC), hereinafter referred to as (“PROVIDER”), for the provision of a full-time MHMRTC case manager. COUNTY finds that this Contract serves a public purpose for the provision of services to reduce recidivism among juvenile offenders with behavioral health and developmental disabilities by working collaboratively with Tarrant County Juvenile Services, also referred to as (“TCJS”) to identify and respond to behavioral health needs, link them to appropriate community services to address these needs and ensure continuity of care as the youth moves through the juvenile system.

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

- 1.1 PROVIDER agrees to perform the following:
  - 1.1.1 Facilitate information sharing between agencies regarding youth served by both agencies.
  - 1.1.2 Review cases referred by TCJS for historical involvement with MHMRTC.
  - 1.1.3 Participate in joint assessment and case planning activities to identify appropriate agency services to meet identified mental health needs.
  - 1.1.4 Facilitate client/family access to appropriate services available through MHMRTC, including mental health services, substance abuse services and disability services
  - 1.1.5 Provide continuity of care services to avoid service disruptions during transitions between placements or programs.

### 2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, After consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
  - 3.2.1 Provide a collaborative relationship with TCJS for services to youth and families experiencing circumstances which have brought them to the mutual attention of these partner agencies and/or under the jurisdiction of the Juvenile Court; and

- 3.2.2 Strengthen the youth's and family's ability to address and resolve identified mental health needs in order to effectively maintain living in the home and community.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of youth and families receiving services; and
  - 3.3.2 # of referrals of youth and family members to MHMRTC for additional community mental health services.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
  - 3.4.1 A case manager will be assigned and present at TCJS offices during normal business hours, except for reasonable days for earned vacation or sick leave;
  - 3.4.2 100% of cases referred by TCJS will be reviewed for historical involvement with MHMRTC; and
  - 3.4.3 100% of youth referred by TCJS will be assessed for additional services through MHMRTC as determined appropriate.

#### 4 COST

- 4.1 COUNTY agrees to provide funding for salary, fringe benefits, travel and other related costs in an amount not to exceed **\$26,000** to PROVIDER, in consideration for which PROVIDER will station a case manager at 2701 Kimbo Road, Fort Worth, TX 76111;
- 4.2 PROVIDER will be paid monthly increments of \$2,166.66. PROVIDER agrees to prorate the monthly amount if the position becomes vacant or the case manager is out on unpaid leave;
- 4.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
- 4.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

#### 5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### 6 CONFIDENTIALITY OF RECORDS

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

## 7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## 8 FINANCIAL RESPONSIBILITY

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

## 9 AGENCY-INDEPENDENT CONTRACTOR

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

## 10 ASSIGNMENT AND SUBCONTRACT

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

## 11 THIRD PARTY BENEFICIARY EXCLUDED

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

## 12 DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

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

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

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

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

### **17 TERMINATION**

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

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

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

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

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

## **18 DEFAULT**

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

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

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

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

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

## **19 NOTICE**

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

### **COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76196

### **PROVIDER**

Susan Garnett  
MHMR of Tarrant County  
3840 Hulen Street, North Tower  
Fort Worth, Texas 76107

## **20 WAIVER OF SUBROGATION**

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

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

MHMR of Tarrant County

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Susan Garnett Date  
Chief Executive Officer  
3840 Hulen Street, North Tower, Fort Worth, TX  
76107

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

\*\$26,000 is contingent upon Commissioner’s Court approval of the Fiscal Year 2026 Operating Budget

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$26,000:**

**10000-2026/2610110000/569011**

\_\_\_\_\_  
Tim O’Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS

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**JUVENILE SERVICES CONTRACT  
WITH ACCLAIM PHYSICIAN  
GROUP, INC. FOR  
ON-SITE MEDICAL SERVICES**

COUNTY OF TARRANT

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and Acclaim Physician Group, Inc., hereinafter referred to as (“PROVIDER”), for the provision of **on-site medical services**. COUNTY finds that this Contract serves a public purpose to provide medical services to youth who are referred to Tarrant County Juvenile Services, hereinafter referred to as (“TCJS”) and detained in the Lynn W. Ross Juvenile Detention Center.

### CONTRACT FOR SERVICES

#### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 On-site clinic services up to five (5) hours per week through its assigned physician providers, as scheduled, at the Lynn W. Ross Juvenile Detention Center, located at 2701 Kimbo Road, Fort Worth, TX 76111;
  - 1.1.1 Make available to COUNTY certain non-physician, clinical staff, including, but not limited to, registered nurses or licensed vocational nurses (“Clinical Staff”), as requested by COUNTY, which Clinical Staff may be provided through Provider’s arrangements with staffing agencies and/or Tarrant County Hospital District d/b/a JPS Health Network’s (“JPS”) staffing agencies.
- 1.2 After hours emergency telephone consultation;
- 1.3 Approval of medication training program for direct care staff; and
- 1.4 Delegation of medication administration to trained direct care staff of the juvenile detention center.

COUNTY agrees to provide the following:

- 1.5 Adequate work space, access to an electronic record database, and any other appropriate tools or equipment necessary for Provider to deliver requested services.

#### 2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

#### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER’S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Provide on-going medical services to detained youth.

- 3.3 COUNTY shall evaluate PROVIDER by the following output measures:
  - 3.3.1 total number of clinic sessions provided during contract period; and
  - 3.3.2 total number of examinations and consultations performed during contract period;
- 3.4 COUNTY shall evaluate PROVIDER by the following outcome measures:
  - 3.4.1 completion of training sessions for appropriate medication administration for specified medication;
  - 3.4.2 Physical examinations for placement and consultations are completed within 7 working days.

#### **4 COST**

- 4.1 The COUNTY will pay PROVIDER \$185.00 per hour, not to exceed a total amount of \$400,000 annually pursuant to this Contract. COUNTY will pay PROVIDER within (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 PROVIDER will bill for services performed in accordance with this Contract;
  - 4.1.2 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111;
  - 4.1.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
  - 4.1.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.
  - 4.1.5 The COUNTY shall be responsible for the full cost of any Clinical Staff provided by Provider at COUNTY's request, and COUNTY shall pay such cost for the Clinical Staff in accordance with any invoice for such Clinical Staff presented by Provider or JPS. At Provider's direction, the COUNTY will remit payment directly to JPS, or, alternatively, will reimburse Provider for any such Clinical Staff costs paid by Provider to JPS for Clinical Staff utilized by COUNTY.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records not otherwise available in the County's own records, that are pertinent to this Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

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

## 7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJJ" ), by submitting a TJJJ Incident Report Form to [abuseneglect@tjjd.texas.gov](mailto:abuseneglect@tjjd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## 8 FINANCIAL RESPONSIBILITY

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

## 9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER. Any staffing agency and/or Clinical Staff is an independent contractor of Provider and is not an agent of Provider or COUNTY. This Contract does not entitle a staffing agency or Clinical Staff to any benefit, privilege, or other amenities of employment with the COUNTY or Provider. Provider is not responsible for the Clinical Staff, and Provider does not direct the Clinical Staff in the details of performing their duties, except as it relates to Provider's supervision of the on-site medical services.

## 10 ASSIGNMENT AND SUBCONTRACT

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

## 11 THIRD PARTY BENEFICIARY EXCLUDED

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

## 12 DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering into this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any licensing authority of PROVIDER'S assigned physicians;
  - 12.1.2 Any and all litigation filed against the assigned physicians, or against PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles pursuant to this contract;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

- 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles, pursuant to this contract, was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles, pursuant to this contract, that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles, pursuant to this contract, that have a criminal history. For the purpose of this contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours of discovery, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles pursuant to this contract, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

In providing services under this Contract, PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

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

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

**17 TERMINATION**

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

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

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

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

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

**18 DEFAULT**

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

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

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

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

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future.

**19 NOTICE**

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

**TARRANT COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, TX 76111

**SERVICE PROVIDER**

Nadia Alawi-Kakomanolis, MD  
Acclaim Physician Group, Inc.  
1500 Main Street  
Fort Worth, Texas 76104

## **20 WAIVER OF SUBROGATION**

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

## **21 INDEMNIFICATION**

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

## **22 SOVEREIGN IMMUNITY**

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

## **23 REPRESENTATION AND WARRANTIES**

23.1 PROVIDER hereby represents and warrants the following:

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

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

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

## **24 TEXAS LAW TO APPLY**

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

## **25 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas for state court claims and the Northern District of Texas, Fort Worth division for federal court claims.

## **26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting

- Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 PROVIDER agrees to have its assigned physicians comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors who provide services pursuant to this contract to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter relating to the services. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

- 26.12 Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
- 26.13 Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3).
- 26.14 Boycott of Certain Energy Companies Prohibited. In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code.

## **27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **28 PRIOR AGREEMENTS SUPERSEDED**

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

## **29 AMENDMENTS**

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

## **30 DISCLOSURE OF INTERESTED PARTIES**

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

## **31 COMPLIANCE WITH LAWS**

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

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

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Acclaim Physician Group, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Nadia Alawi-Kakomanolis, MD Date  
Acclaim Physician Group, Inc.  
1500 S. Main Street  
Fort Worth, TX 76104

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

**\*CERTIFICATION OF AVAILABLE FUNDS  
IN THE AMOUNT OF \$400,000:**

**COUNTY OF TARRANT  
STATE OF TEXAS**

**10000-2026/2610410000/576632**

**\*\$400,000.00 contingent on Commissioners  
Court approval of the Fiscal Year 2026  
Operating Budget.**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS

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**JUVENILE SERVICES CONTRACT  
WITH BETTERING MYSELF WITHIN  
COUNSELING CENTER FOR OUT-PATIENT  
TREATMENT SERVICES FOR JUVENILES  
WITH SEXUAL BEHAVIOR PROBLEMS**

COUNTY OF TARRANT

**BACKGROUND**

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as (“COUNTY”), and **Bettering Myself Within Counseling Center**, hereinafter referred to as (“PROVIDER”), for the provision of out-patient treatment services for juveniles with sexual behavior problems. The Commissioners Court finds that this Contract serves a public purpose for the provision of outpatient treatment and education services for juveniles with sexual behavior problems under the jurisdiction of Tarrant County Juvenile Services, also referred to as (“TCJS”).

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to provide the following:

- 1.1 All services as described in the accepted proposal (incorporated by reference) under RFP 2023-122;
- 1.2 Assessment – Initial and Treatment Progress
- 1.3 Individual Sessions – up to two per month;
- 1.4 Group Sessions – up to four times per month;
- 1.5 Parent Group Sessions – up to one time per month;
- 1.6 Aftercare Session – up to 2 sessions/per month for up to 6 months (Maximum of 12 sessions).
- 1.7 Enhanced Sex Education – for designated youth, 6 minimum sessions after which a staffing will occur with probation and the provider to determine if additional sessions are needed for a total of up to 12 individual sessions;
- 1.8 Submit an aftercare plan to the department outlining the time frames; goals; objectives and expected outcomes for the each youth referred to be approved by the department;
- 1.9 Based on assessment results and clinical interviews, the standard treatment protocols may be modified by the PROVIDER in conjunction with the assigned juvenile probation officer’s supervisor to address risk level and current needs of the client;
- 1.10 Clinical Interim Report including the MSI-J, JSOAP, ERASOR, JSORRAT II, DASH-13 (Desistence for Adolescents who Sexually Harm (Worling, 2013), or PROFESOR (Protective + Risk Observations For Eliminating Sexual Offense Recidivism (Worling, 2017) as recommended/at least one per treatment duration and involve up to four hours for each testing event;
- 1.11 Submit a copy of the treatment contract with the first month of progress notes;
- 1.12 Notify COUNTY electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;
- 1.13 Notify COUNTY electronically within 72 hours of the end service date, reason for discharge and receive the discharge; and
- 1.14 Provide discharge summary within five (5) business days following the client’s last date of services and before the probation discharge date.

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

**2 TERM**

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

**3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this contract according to the following specific performance goals:
  - 3.2.1 Aid juveniles to take responsibility for behavior and to experience empathy for victim;
  - 3.2.2 Provide specialized treatment which teaches youth appropriate sexual and behavioral expression; and
  - 3.2.3 Modify behavioral patterns of youth and parent to diminish risk of future victimization and involvement in the criminal justice system.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures;
  - 3.3.1 # of youth ordered to program; and
  - 3.3.2 # of treatment hours per youth.
- 3.4 COUNTY shall further evaluate PROVIDER by the following short-term outcome measures:
  - 3.4.1 90% of youth enrolled will complete their treatment program;
  - 3.4.2 90% of youth will not be referred for a new sexual offense while enrolled in the program; and
  - 3.4.3 95% of youth who complete the program will not be placed outside the home within one year of completion.
- 3.5 Provider shall submit a performance report on output measures and short-term outcome measures by November 1, 2026 outlining the success in meeting the specified goals and objectives in the incorporated proposal.

**4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of **\$136,000** pursuant to the term and the provision of service under this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 Assessment - One initial assessment and one treatment progress assessment at \$200 each;
  - 4.1.2 Individual sessions – up to two per month at \$55.00 per hour session up to 9 sessions; may be billed in ½ hour increments (\$27.50 per ½ hour) as needed based on available appointment times and needed; If a youth is deemed not appropriate for group 4 individual sessions may be approved at the discretion of the department;
  - 4.1.3 Group Sessions – up to four times per month at \$40.00 per group session, up to 36 sessions;
  - 4.1.4 Parent Group Sessions – one per month at \$75.00 per hour session, up to 9 sessions;
  - 4.1.5 Enhanced Sex Education – 6 minimum sessions, additional sessions must be approved by COUNTY not to exceed a total of 12 individual sessions at \$60.00 per session;
  - 4.1.6 Aftercare –up to 2 individual sessions/month at \$50.00 per session for up to six months (Maximum of 12 sessions).

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

- 4.2 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, ATTN Barbara Munoz 2701 Kimbo Road, Fort Worth, TX 76111
- 4.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
- 4.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

**5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

**6 CONFIDENTIALITY OF RECORDS**

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

**7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
  - 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

**8 FINANCIAL RESPONSIBILITY**

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

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

**9 AGENCY-INDEPENDENT CONTRACTOR**

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

**10 ASSIGNMENT AND SUBCONTRACT**

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

**11 THIRD PARTY BENEFICIARY EXCLUDED**

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

**12 DISCLOSURE OF INFORMATION**

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

- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
- 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
- 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
- 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
- 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

**13 EQUAL OPPORTUNITY**

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

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

**14 OFFICIAL NOT TO BENEFIT**

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

**15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

- 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
- 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**20 NOTICE**

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

<b>TARRANT COUNTY</b>	<b>SERVICE PROVIDER</b>
Riley Shaw Director of Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	Ms. La Kesha Washington Bettering Myself Within Counseling Center 4701 Altamesa Blvd. Fort Worth, TX 76133

**21 WAIVER OF SUBROGATION**

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

**22 INDEMNIFICATION**

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

**23 SOVEREIGN IMMUNITY**

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

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

**24 REPRESENTATION AND WARRANTIES**

- 24.1 PROVIDER hereby represents and warrants the following:
- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
  - 24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
  - 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
  - 24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**25 TEXAS LAW TO APPLY**

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

**26 VENUE**

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

**27 ADDITIONAL CONDITIONS**

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (***Attachment “A” - Family Code 231.006***)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 27.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJJ standards. Certain employees may be prohibited from providing services to youth under this contract.
- 27.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 27.11 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.
- 27.12 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.
- 27.13 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).
- 27.14 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

**28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

**29 PRIOR AGREEMENTS SUPERSEDED**

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

**30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
  
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

“Bettering Myself Within Counseling Center acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment “C”**, with the Texas Ethics Commission as required by law”.

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

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

**RFP 2023-122 Out-Patient Treatment Services for Juveniles with  
Sexual Behavior Problems – Bettering Myself Within Counseling Center  
October 1, 2025 – September 30, 2026**

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

**APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_**

TARRANT COUNTY  
STATE OF TEXAS

Bettering Myself Within Counseling Center

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
La Kesha Washington Date  
Therapist  
4701 Altamesa Blvd. Fort Worth, TX 76133

X  
\_\_\_\_\_  
Alex Kim Date  
Juvenile Board Interim Chairman  
2701 Kimbo Rd., Fort Worth, TX 76111

**\*CERTIFICATION OF AVAILABLE  
FUNDS IN THE AMOUNT OF \$136,000:**

**COUNTY OF TARRANT  
STATE OF TEXAS**

**\$92,000 - 10000-2026/2610510000/569011  
\$44,000–Grant-2004/P0028-2026/2610510000/569011**

\_\_\_\_\_  
Tim O’Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
WITH WOOD & ASSOCIATES  
FOR POLYGRAPH SERVICES, LLC

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and Wood & Associates Polygraph Services, LLC, hereinafter referred to as (“PROVIDER”), for the provision of polygraph services, for court-ordered treatment of adjudicated sex offending offenses. COUNTY finds that this Contract serves a public purpose for the provision of providing clinical polygraph services to clients of Tarrant County Juvenile Services, also referred to as (“TCJS”).

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 Provide English or Spanish testing to youth adjudicated for sex offending behavior. Services include clinical, instant offense, specialized evaluations or sexual history polygraphs, and clinical interviews;
- 1.2 Immediately notify TCJS if the polygraph results indicate an additional offense(s) and/or any immediate danger to the community;
- 1.3 Conduct appointments no more than seven to fourteen (7 – 14) business days from the initial date of contact by TCJS;
- 1.4 Provide a written report detailing the results of each examination to TCJS within seven (7) business days following the conclusion of the results; and
- 1.5 Ensure compliance with the “Recommended Guidelines for Clinical Polygraph Examinations of Sex Offenders” (2/2/1998) Joint Polygraph Committee on Offender Testing (JPCOT).

### 2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER’S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Aid youth in taking responsibility for sexual behavior problems; and
  - 3.2.2 Assist in the monitoring of modify behavioral patterns of youth to diminish risk of future victimization.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of polygraph evaluations performed.
- 3.4 COUNTY shall evaluate PROVIDER by the following outcome measures:

**Wood & Associates Polygraph Services, LLC Contract  
With Juvenile Services  
October 1, 2025 – September 30, 2026**

- 3.4.1 95% of evaluations scheduled were able to be completed; and
- 3.4.2 98% of the written results will be provided within 7 business days of the evaluation.

**4 COST**

The COUNTY will pay PROVIDER no more than an amount of \$20,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1 COUNTY will pay the PROVIDER \$ \$230.00 per assessment completed;
- 4.2 Each billing should contain a brief description of services provided and the rate at which services have been billed;
- 4.3 PROVIDER will bill for services performed in accordance with this Contract;
- 4.4 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111; and
- 4.5 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

**5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

**6 CONFIDENTIALITY OF RECORDS**

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

**7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
  - 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJJ" ), by submitting a TJJJ Incident Report Form to [abuseneglect@tjjd.texas.gov](mailto:abuseneglect@tjjd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.

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

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

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

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

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

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

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

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

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

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

**13 EQUAL OPPORTUNITY**

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

**14 OFFICIAL NOT TO BENEFIT**

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

**15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**20 NOTICE**

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

COUNTY	PROVIDER
Mr. Riley Shaw Director of Juvenile Services 2701 Kimbo Road Fort Worth, TX 76111	Wood & Associates Polygraph Services, LLC, Attn: Clayton Wood CLAYTON WOOD 2303-B Roosevelt Dr. Arlington, TX 76016

**21 WAIVER OF SUBROGATION**

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

**22 INDEMNIFICATION**

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

## **23 SOVEREIGN IMMUNITY**

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

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

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

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

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

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

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

## **25 TEXAS LAW TO APPLY**

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

## **26 VENUE**

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

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

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

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

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

**Wood & Associates Polygraph Services, LLC Contract  
With Juvenile Services  
October 1, 2025 – September 30, 2026**

- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJJ for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 27.9 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.
- 27.10 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.
- 27.11 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).
- 27.12 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

**28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**29 PRIOR AGREEMENTS SUPERSEDED**

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

**30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

“Wood & Associates Polygraph Services, LLC acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment “C”**, with the Texas Ethics Commission as required by law”.

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

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





STATE OF TEXAS  
COUNTY OF TARRANT

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§  
§  
§

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

## BACKGROUND

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

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

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

### 2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

### 3 EVALUATION CRITERIA

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

**PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES**  
**October 1, 2025 – September 30, 2026**

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

**4 COST**

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

**5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## **6 CONFIDENTIALITY OF RECORDS**

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

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

**PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES**  
**October 1, 2025 – September 30, 2026**

- 12.1.5 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

**13 EQUAL OPPORTUNITY**

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

**14 OFFICIAL NOT TO BENEFIT**

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

**15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

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

**PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES**  
**October 1, 2025 – September 30, 2026**

- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 NOTICE**

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

**COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

**PROVIDER**

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

**20 WAIVER OF SUBROGATION**

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

**21 INDEMNIFICATION**

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

**PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES**  
**October 1, 2025 – September 30, 2026**

**22 SOVEREIGN IMMUNITY**

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

**23 REPRESENTATION AND WARRANTIES**

23.1 PROVIDER hereby represents and warrants the following:

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

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract, and, upon the execution of this Agreement and upon request any time thereafter, PROVIDER will furnish to COUNTY a then current certified certificate(s) of insurance; and

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

**24 TEXAS LAW TO APPLY**

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

**25 VENUE**

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

**26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

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

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

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

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

**PRE-ADJUDICATION RESPITE CARE PROGRAM – ACH CHILD AND FAMILY SERVICES**  
**October 1, 2025 – September 30, 2026**

- 26.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services in the Lynn Ross Juvenile Detention facility under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee who will provide services in the Lynn Ross Juvenile Detention facility prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

**27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**28 PRIOR AGREEMENTS SUPERSEDED**

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

**29 AMENDMENTS**

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**30 DISCLOSURE OF INTERESTED PARTIES**

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

**31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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





STATE OF TEXAS

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**JUVENILE SERVICES CONTRACT  
WITH INTEGRITY HEALTH & EDUCATION  
FOR URINE, HAIR FOLLICLE, NAIL, AND  
SWEAT PATCH DRUG TESTING**

COUNTY OF TARRANT

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Integrity Health & Education hereinafter referred to as ("PROVIDER"), for the provision of drug testing services. The Commissioner Court finds that this Contract serves a public purpose to provide Urine, Hair Follicle, Nail and Sweat Patch Drug Testing under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform/provide the following:

- 1.1 All services as described in the accepted bid (incorporated by reference) under RFB 2023-123;
- 1.2 Drug screening and confirmation by a certified laboratory for hair follicle, nail and sweat patch specimens;
- 1.3 Drug, synthetic and alcohol screening and confirmation by a certified laboratory for urine specimens;
- 1.4 The creatinine and specific gravity levels for the urine testing lab reports;
- 1.5 Individual lab results/reports via a secure communication;
- 1.6 Lab personnel and/or vendor assistance in interpretation of results as needed;
- 1.7 Sweat patch application and removal, and the collection of hair follicle, nail and sweat patch specimens;
- 1.8 Timely pick-up of urine and sweat patch specimens collected by TCJS for lab testing;
- 1.9 Specimen shipping bags and chain of custody forms with security seals, note urine specimens will remain single not split for shipping;
- 1.10 Professional, trained personnel adhering to strict application, collection, chain of custody, and laboratory testing standards;
- 1.11 A field representative available for phone contact, questions, direction, training, and to deliver supplies within 3 business days of request; and
- 1.12 Litigation assistance if needed.

### 2 TERM

This Contract begins on October 1, 2025 and concludes on September 30, 2026.

### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goal/s:
  - 3.2.1 Professional, accurate, and timely drug, synthetic and alcohol testing and reports by a certified laboratory; including provider adhering to strict application, collection, chain of custody and

laboratory testing standards.

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

- 3.3.1 # of urine samples laboratory tested;
- 3.3.2 # of hair follicle samples collected and laboratory tested;
- 3.3.3 # of nail samples collected and laboratory tested;
- 3.3.4 # of sweat patch samples collected and laboratory tested;
- 3.3.5 # of samples collected or picked up by vendor with no lab report to TCJS; and
- 3.3.6 # of samples collected with insufficient results in lab report.

3.4 COUNTY shall additionally evaluate PROVIDER by the following outcome measures:

- 3.4.1 90% of lab reports were available to TCJS within 2 business days of lab testing completion; and
- 3.4.2 Vendor was available for 95% of appointments.

#### **4 COST**

4.1 The COUNTY will pay no more than **\$78,275** pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 4.1.1 See Attachment A;
- 4.1.2 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Jeremy Burrell , 2701 Kimbo Road, Fort Worth, TX 76111;
- 4.1.3 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
- 4.1.4 Each billing should contain a brief description of services provided and the rate of which services have been billed.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

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

#### **7 DUTY TO REPORT**

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

(24) hours from the time the allegation is made or the incident occurs to all of the following:

- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past

ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**20 NOTICE**

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

<b>COUNTY</b>	<b>PROVIDER</b>
Mr. Riley Shaw Director of Juvenile Services 2701 Kimbo Road Fort Worth, Texas 76111	Ms. Denona Lee Integrity Health & Education 109 South Woodrow Lane, Sute 500 Denton, TX 76205

**21 WAIVER OF SUBROGATION**

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

**22 INDEMNIFICATION**

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

## 23 SOVEREIGN IMMUNITY

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

## 24 REPRESENTATION AND WARRANTIES

- 24.1 PROVIDER hereby represents and warrants the following:
- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
  - 24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
  - 24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
  - 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
  - 24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## 25 TEXAS LAW TO APPLY

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

## 26 VENUE

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

## 27 MISCELLANEOUS PROVISIONS

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "B" - Family Code 231.006**)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “C”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 27.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJJ standards Certain employees may be prohibited from providing services to youth under this contract.
- 27.10 **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.
- 27.11 **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, PROVIDER warrants and represents that: (1) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither PROVIDER nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither PROVIDER nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. PROVIDER further represents and warrants that neither PROVIDER nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.
- 27.12 **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).
- 27.13 **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, PROVIDER verifies that neither it nor any of its affiliates currently boycott energy

companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

- 27.14 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

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

## **30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

## **31 DISCLOSURE OF INTERESTED PARTIES**

“Integrity Health & Education acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment “D”**, with the Texas Ethics Commission as required by law”.

## **32 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Integrity Health & Education

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road,  
Fort Worth, TX 76111

X  
\_\_\_\_\_  
Denona Lee Date  
Program Director  
109 South Woodrow Lane, Suite 500  
Denton, TX 76205

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

**\*CERTIFICATION OF AVAILABLE FUNDS  
IN THE AMOUNT OF \$78,275:**

**COUNTY OF TARRANT  
STATE OF TEXAS**

**10000-2026/2610540000/569011**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.

STATE OF TEXAS

COUNTY OF COLLIN

**CONTRACT FOR DETENTION SERVICES  
JUVENILE PRE-ADJUDICATION FACILITY  
JOHN R. ROACH JUVENILE DETENTION CENTER  
COLLIN COUNTY, TEXAS**

This agreement (the “Agreement”) is made by and entered into between the Collin County Juvenile Probation Departments, acting through the Collin County Juvenile Board, by its duly authorized representative, and Tarrant County, acting through Tarrant County Juvenile Services and thus being for the provision of pre- adjudication detention services as defined and described below and in any attachment hereto.

**WITNESSETH**

WHEREAS, the Collin County Juvenile Probation Department operates the Collin County Pre-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Tarrant County Juvenile Services, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as youth(s)) of juvenile age, for pre-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Tarrant County Juvenile Services for such use and purpose, and Tarrant County Juvenile Services desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into Contract for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

**TERMS**

The term of this Agreement shall be from the effective date of 09/01/2025 to 08/31/2026. It may thereafter be renewed annually at the discretion of the Collin County Juvenile Board and Tarrant County Juvenile Services.

**FACILITY OBLIGATIONS**

The facility will provide a safe and secure environment, with room, board,

supervision and care twenty-four (24) hours per day, seven (7) days per week, educational services as defined by the Texas Education Code, recreational facilities, medication management medical care, dental care, and therapeutic counseling/intervention for each youth placed in the facility.

### **EXAMINATION OF PROGRAM RECORDS**

The Facility agrees that Tarrant County Juvenile Services may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Tarrant County Juvenile Services youths. This examination, evaluation and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff or the Facility and the youth.

The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by Tarrant County Juvenile Services.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the Records), by authorized representative of Tarrant County Juvenile Services and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

### **CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Under section 231.006, Family Code, the Collin County Juvenile Probation Department certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

### **PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the youths under this contract, Collin County Juvenile Probation will require, in accordance with Texas Human Resource Code, Sect. 141.005 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing

requirements applicable to money received under the contract.

Collin County Juvenile Probation will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to youths.

### **COMPENSATION**

Collin County Juvenile Probation shall charge a FY2026 contract rate of **\$227.00** per day that a youth is being provided detention services. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor, when and where applicable.

The Collin County Juvenile Probation Department shall submit an invoice to Tarrant County Juvenile Services within (10) days after each billing period. Tarrant County Juvenile Services agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

### **EMERGENCY MEDICAL OR DENTAL TREATMENT OF YOUTH**

Tarrant County Juvenile Services and the Collin County Juvenile Probation Department agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a youth placed in the Facility by Tarrant County Juvenile Services, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of, in order of precedence, (1) the parent, and or insurance company, or (2) County Juvenile Probation department be billed for the same.

The Facility administrator or designee shall notify Tarrant County Juvenile Services immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

### **PRISON RAPE ELIMINATION ACT (PREA)**

Service Provider shall adopt and comply with all federal, state, Department , and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the Chief Juvenile Probation Officer, or designee, all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]. **PREA Audit**

**Report: June 20, 2022, available via departmental web-pages:**  
[https://www.collincountytx.gov/juvenile\\_probation/Pages/PREA-Compliance.aspx](https://www.collincountytx.gov/juvenile_probation/Pages/PREA-Compliance.aspx)

## **PLACEMENT OF JUVENILES**

Prior to transporting a youth to the Facility, the Tarrant County Juvenile Services official authorizing placement of the juvenile shall secure written confirmation of acceptance from the Facility regarding said juvenile. The Tarrant County Juvenile Probation on-call officer will serve as designee for placement approval.

Placement of a youth from the Tarrant County Juvenile Services may be denied if the youth is: (1) found to be unsuitable for placement in the Facility; or (2) space and/or staffing limitations do not permit such placement as may be determined at the sole judgment of the Collin County Facility Administrator or designee.

No youth shall be admitted or detained in the Facility under this contract in violation of any state or federal law, including but not limited to, the provisions of the Family Code § 54.011 regarding the detention of status offenders.

If a youth is accepted into the Facility from Tarrant County, and such youth(s) is subsequently found to be, in the sole judgment of the Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other children/staff, the Facility Administrator or designee shall notify the Tarrant County on-call officer or designee to request the youth(s) be promptly removed from the Facility. If the Tarrant County Juvenile Services fails to remove said youth within 24 hours, the youth will be transported to the Tarrant County Juvenile Services in Tarrant County by the Collin County Juvenile Probation Department, at the expense of the Tarrant County Juvenile Services at the established mileage reimbursement under Texas law for state employees.

The Collin County Juvenile Probation Department retains to right to release a youth, with or without cause, should circumstances warrant said release in best interest of the Collin County Juvenile Probation Department. The Collin County Juvenile Probation Department agrees to notify the Tarrant County Juvenile Services of such pending releases prior to execution.

The Tarrant County Juvenile Services and Collin County Juvenile Probation Department agree the Tarrant County Juvenile Services will assume all judicial responsibilities for detention under the Texas Family Code pursuant to Section 54.01, including probable cause findings with Tarrant County judiciary during business closures where applicable.

Juveniles of Tarrant County who are adjudicated in accordance with provisions of Title 3 of the Texas Family Code, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Tarrant County Juvenile Court or its designated official. A certified copy of the adjudication and disposition order must be delivered to the Facility prior to or contemporaneous with the juvenile's admission.

Collin County Juvenile Probation and Tarrant County Juvenile Services agree that nothing in this contract shall be construed to permit Tarrant County Juvenile Services, Tarrant County, or its agents, officials, or employees in any way to manage, control, direct, or instruct the Collin County Juvenile Detention Center, its agents, officials, or employees in any manner, with respect to any of their assigned duties or functions pertaining to the maintenance and operations of the Facility.

### **DUTY TO REPORT**

Pursuant to the Texas Family Code and the Texas Administrative Code governing such Facilities, the Facility shall report any allegations or incidents of abuse, exploitation, or neglect of any youth.

The Facility shall report allegations or incidents of abuse, exploitation, or neglect of any youth alleged to have occurred outside or inside the Facility as outlined in applicable law to all of the following:

1. Texas Department of Family and Protective Services (DFPS);
2. Local law enforcement of jurisdiction;
3. The Texas Juvenile Justice Department;
4. Tarrant County Chief Juvenile Services Director;

### **DEFAULT**

Either party to this Agreement may, by written notice of default to the defaulting party's Chief Juvenile Probation Officer and/or Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting juvenile probation department shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting probation department.

### **TERMINATION**

Notwithstanding any other provision in this contract, either Collin County Juvenile Probation or the Tarrant County Juvenile Services may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested, e-mail, or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Tarrant County Juvenile Services shall remove a youth placed in the Facility on or before the termination date.

### **NOTICES**

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County: Collin County Juvenile Probation Services  
Attn: Cynthia Porter Gore, Chief  
4690 Community Ave., Suite 100  
McKinney, Texas 75071  
[CGore@co.collin.tx.us](mailto:CGore@co.collin.tx.us)

To Tarrant County: Tarrant County Juvenile Services  
Attn: Riley Shaw, Director  
2701 Kimbo Road  
Fort Worth, Texas 76111  
[rshaw@tarrantcountytexas.gov](mailto:rshaw@tarrantcountytexas.gov)

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

#### **OFFICIALS NOT TO BENEFIT**

No official, member, or employee of Collin County or Tarrant County Juvenile Services and no member of their governmental bodies, and no other public officials of the Collin County Juvenile Board or the Tarrant County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise there from.

The Collin County Juvenile Board agrees to insert this clause. **OFFICIALS NOT TO BENEFIT** into all subcontracts entered into in the performance of the work assigned by this Agreement.

#### **VENUE**

The law of the State of Texas shall govern this contract and venue of any dispute or matter arising under this contract shall lie in Collin County.

#### **INTERPRETATION OF CONTRACT**

In the event that any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect.

This contract, this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been alleged to have engaged in delinquent conduct and/or conduct indicating a need for supervision in accordance with the provision of the Juvenile Justice Code, Title 3, and (2) payment for the such care by

Tarrant County Juvenile Services for such juveniles placed in the Facility by the Judge of Tarrant County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

### **INDEMNIFICATION**

The Collin County Juvenile Probation Department and Tarrant County Juvenile Services acknowledge each entity as independent and that each shall be responsible for its own acts and/or omissions of its agents in the course of this service contract, without waiving any sovereign or governmental immunity available to either entity under Texas law.

### **SOVEREIGN IMMUNITY**

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EITHER PARY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

### **EXECUTION OF AGREEMENT**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COLLIN COUNTY  
JUVENILE PROBATION

TARRANT COUNTY  
JUVENILE SERVICES

\_\_\_\_\_  
Cynthia Porter Gore, Chief

\_\_\_\_\_  
Riley Shaw, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Cynthia Wheless, Chairman

\_\_\_\_\_  
Judge Alex Kim, Interim Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



STATE OF TEXAS

COUNTY OF COLLIN

**CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY  
JOHN R. ROACH JUVENILE DETENTION CENTER  
COLLIN COUNTY SEX OFFENDER TREATMENT PROGRAM**

This agreement (the “Agreement”) is made by and entered into between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and Tarrant County , acting through Tarrant County Juvenile Services and thus being for the provision of residential sex offender treatment services as defined and described below and in any attachment hereto.

**WITNESSETH**

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Tarrant County Juvenile Services, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Tarrant County Juvenile Services for such use and purpose, and Tarrant County Juvenile Services desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

**TERMS**

The term of this Agreement shall be from the effective date of 09-01-25 to 08-31-26 (the “Term”). It may thereafter be renewed annually at the discretion of the Collin County Juvenile Board and Tarrant County Juvenile Services.

## **FACILITY GOALS**

Attached are the Collin County Juvenile Sex Offender Program Mission Statement, Essential Components of Treatment and Treatment Format.

## **FACILITY OBLIGATIONS**

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or court officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Tarrant County Juvenile Probation Department.
11. The facility will provide monthly written reports to Tarrant County Juvenile Probation Department within ten (10) working days of each completed month.

## **EXAMINATION OF PROGRAM RECORDS**

The Facility agrees that Tarrant County Juvenile Services may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Tarrant County Juvenile Services clients. This examination, evaluation and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff or the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by Tarrant County Juvenile Services.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the Records), by authorized representative of Tarrant County Juvenile Services and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

### **CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Under section 231.006, Family Code, the Collin County Juvenile Probation Department certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

### **PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the clients under this contract, the Collin County Juvenile Probation Department will require, in accordance with Texas Human Resource Code, Sect. 141.005 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

The Collin County Juvenile Probation Department will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

### **COMPENSATION**

The Collin County Juvenile Probation Department shall charge a FY2025-26 contract rate of **\$273.00** per day that child is being provided inpatient services, as set out under Progressive Sanction Level V funding criteria for Sex Offender Treatment

**(Specialized).** Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor, when and where applicable.

The Collin County Juvenile Probation Department shall submit an invoice to Tarrant County Juvenile Services within (10) days after each billing period. Tarrant County Juvenile Services agrees to submit payment to the Collin County Juvenile Probation Department within thirty (30) days after receipt of the invoice.

### **EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD**

Tarrant County Juvenile Services and the Collin County Juvenile Probation Department agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Tarrant County Juvenile Services, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of the parent, and or insurance company .

The Facility administrator or designee shall notify Tarrant County Juvenile Services immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

### **PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Tarrant County Juvenile Services upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. **PREA Audit Report: June 20, 2022, available via departmental web-pages:** [https://www.collincountytx.gov/juvenile\\_probation/Pages/PREA-Compliance.aspx](https://www.collincountytx.gov/juvenile_probation/Pages/PREA-Compliance.aspx)

### **DUTY TO REPORT**

Pursuant to the Texas Family Code and the Texas Administrative Code governing such Facilities, the Facility shall report any allegations or incidents of abuse, exploitation, or neglect of any child.

The Facility shall report allegations or incidents of abuse, exploitation, or neglect of any child alleged to have occurred outside or inside the Facility as outlined in applicable law to all of the following:

1. Texas Department of Family and Protective Services (DFPS);
2. Local law enforcement of jurisdiction;
3. The Texas Juvenile Justice Department; and
4. Tarrant County Chief Probation Officer, on-call officer, or designee.

### **DEFAULT**

Either party to this Agreement may, by written notice of default to the defaulting party's Chief Juvenile Probation Officer and/or Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting juvenile probation department shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting juvenile probation department.

### **TERMINATION**

Notwithstanding any other provision in this contract, either the Collin County Juvenile Probation Department or Tarrant County Juvenile Services may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Tarrant County Juvenile Services shall remove child(ren) placed in the Facility on or before the termination date.

### **NOTICES**

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County: Collin County Juvenile Probation Services  
Attn: Cyndi Porter Gore, Chief  
4690 Community Ave., Suite 100  
McKinney, Texas 75071  
[@co.collin.tx.us](mailto:co.collin.tx.us)

To Tarrant County: Tarrant County Juvenile Services  
Attn: Riley Shaw, Director  
2701 Kimbo Road  
Fort Worth, Texas 76111  
[rshaw@tarrantcountytexas.gov](mailto:rshaw@tarrantcountytexas.gov)

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

### **OFFICIALS NOT TO BENEFIT**

No official, member, or employee of the Collin County Juvenile Probation Department or Tarrant County Juvenile Services and no member of their governmental bodies, and no other public officials of the Collin County Juvenile Board or the Tarrant County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise there from.

The Collin County Juvenile Board agrees to insert this “OFFICIALS NOT TO BENEFIT” clause into all subcontracts entered into in the performance of the work assigned by this Agreement.

### **VENUE**

The law of the State of Texas shall govern this Agreement and venue of any dispute or matter arising under this Agreement shall lie in Tarrant County.

### **COMPLIANCE WITH LAWS**

Throughout the Term of this Agreement, by this Agreement, both parties 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. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## **SOVEREIGN IMMUNITY**

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

## **INTERPRETATION OF CONTRACT**

In the event that any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect.

This Agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provision of the Juvenile Justice Code, Title 3, and (2) payment for the such care by Tarrant County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Tarrant County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COLLIN COUNTY  
JUVENILE PROBATION

TARRANT COUNTY  
JUVENILE SERVICES

\_\_\_\_\_  
Cyndi Porter Gore, Director

\_\_\_\_\_  
Riley Shaw, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Cynthia Wheless, Chairman  
Collin County Juvenile Board

\_\_\_\_\_  
Judge Alex Kim, Interim Chairman  
Tarrant County Juvenile Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

COUNTY OF TARRANT  
STATE OF TEXAS

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

\_\_\_\_\_  
Tim O’Hare  
County Judge

Date

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

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.

STATE OF TEXAS

COUNTY OF COLLIN

**CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY  
JOHN R. ROACH JUVENILE DETENTION CENTER  
COLLIN COUNTY POST-ADJUDICATION SUMMIT PROGRAM**

This agreement (the "Agreement") is made by and entered into between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and Tarrant County, acting through the Tarrant County Juvenile Services and thus being for the provision of post-adjudication residential treatment services as defined and described below and in any attachment hereto.

**WITNESSETH**

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Tarrant County Juvenile Services, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Tarrant County Juvenile Services for such use and purpose, and Tarrant County Juvenile Services desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

**TERMS**

The term of this Agreement shall be from the effective date of 09-01-2025 to 08-31-2026 (the "Term"). It may hereafter be renewed annually at the discretion of the Collin County Juvenile Board and Tarrant County Juvenile Services.

## **FACILITY GOALS**

Attached is the Collin County Post-Adjudication (Summit) Program Handbook, Contact Information for Parents, Orientation Information, and Treatment Format.

## **FACILITY OBLIGATIONS**

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or probation officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Tarrant County Juvenile Probation Department.
11. The facility will provide monthly written reports to Tarrant County Juvenile Probation Department within ten (10) working days of each completed month.

## **EXAMINATION OF PROGRAM RECORDS**

The Facility agrees that Tarrant County Juvenile Services may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Tarrant County Juvenile Services clients. This examination, evaluation, and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility requested on forms provided by Tarrant County Juvenile Services.

The Facility agrees to maintain and make available for inspection, audit documents and other evidence pertaining to the cost expenses of this contract, (hereinafter called the Records), by authorized representative of Tarrant County Juvenile Services and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

### **CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Pursuant to section 231.006 of the Family Code, Collin County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

### **PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the clients under this contract, Collin County will require, in accordance with Texas Human Resource Code, Sect. 141.005 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Collin County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

### **COMPENSATION**

Collin County shall charge a FY2025-26 contract rate of **\$273.00** per day that child is being provided inpatient services, as set out under funding criteria for Specialized Long-Term Residential Treatment. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor.

The Collin County Juvenile Probation Department shall submit an invoice to Tarrant County Juvenile Services within (10) days after each billing period. Tarrant County Juvenile Services agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

### **EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD**

Tarrant County Juvenile Services and Collin County agree that if emergency examination, hospitalization, and/or treatment outside the Facility is required for a child placed in the Facility by Tarrant County Juvenile Services the administrator of the Facility is authorized to secure such emergency examination, hospitalization, and/or treatment at the expense of the parent, and or insurance company.

The Facility administrator or designee shall notify Tarrant County Juvenile Services immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

### **MEDICATION NEEDS OF CHILD**

Tarrant County Juvenile Probation Department and Collin County agree that if medical examination and/or medication management is required for a child placed in the Facility by Tarrant County Juvenile Probation Department, the administrator of the Facility is authorized to secure such examination and medical treatment, including obtaining prescription medications ordered by applicable practitioners at the expense of Tarrant County Juvenile Probation Department.

The Facility administrator or designee shall notify Tarrant County Juvenile Probation Department no later than 48 (forty-eight) hours of its occurrence.

### **PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Tarrant County Juvenile Services upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. **PREA Audit Report: June 20, 2022, available via departmental web-pages:**[https://www.collincountytx.gov/juvenile\\_probation/Pages/PREA-Compliance.aspx](https://www.collincountytx.gov/juvenile_probation/Pages/PREA-Compliance.aspx)

### **DEFAULT**

Either party to this Agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

### **TERMINATION**

Notwithstanding any other provision in this contract, either Collin County or Tarrant County Juvenile Services may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Tarrant County Juvenile Services shall remove child placed in the Facility on or before the termination date.

### **NOTICES**

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County: Collin County Juvenile Probation Services  
Attn: Cyndi Porter Gore, Chief  
4690 Community Ave., Suite 100  
McKinney, Texas 75071  
[\\_\\_\\_\\_\\_@co.collin.tx.us](mailto:_____@co.collin.tx.us)

To Tarrant County: Tarrant County Juvenile Services  
Attn: Riley Shaw, Director  
2701 Kimbo Road  
Fort Worth, Texas 76111  
[rshaw@tarrantcountytexas.gov](mailto:rshaw@tarrantcountytexas.gov)

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

## **OFFICIALS NOT TO BENEFIT**

No official, member, or employee of Collin County or Tarrant County Juvenile Services and no member of their governmental bodies, and no other public officials of the Collin County and Tarrant County Juvenile Boards who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

## **VENUE**

The law of the State of Texas shall govern this Agreement and venue of any dispute or matter arising under this Agreement shall lie in Tarrant County.

## **COMPLIANCE WITH LAWS**

Throughout the Term of this Agreement, by this Agreement, both parties 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. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## **SOVEREIGN IMMUNITY**

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

## **INTEPRETATION OF CONTACT**

In the event any provision of this contact shall be held illegal or unenforceable, such provision that be severed and shall be null and void, but the balance of the Agreement shall continue in full force and effect.

The Agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1): care of juveniles who have been adjudicated in accordance with the provision of the Juvenile Justice Code, Title 3, and (2): payment for such care by

Tarrant County Juvenile Services for such juveniles placed in the Facility by the Judge of Tarrant County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COLLIN COUNTY  
JUVENILE PROBATION

TARRANT COUNTY  
JUVENILE SERVICES

\_\_\_\_\_  
Cyndi Porter Gore, Director

\_\_\_\_\_  
Riley Shaw, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Cynthia Wheless, Chairman  
Collin County Juvenile Board

\_\_\_\_\_  
Judge Alex Kim, Interim Chairman  
Tarrant County Juvenile Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





STATE OF TEXAS

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**JUVENILE SERVICES CONTRACT  
WITH LENA POPE HOME, INC.  
FOR FAMILY PRESERVATION  
SERVICES**

COUNTY OF TARRANT

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and Lena Pope Home, Inc., hereinafter referred to as (“PROVIDER”), for the provision of Family Preservation Program. The Commissioners Court finds that this Contract serves a public purpose for the provision of intensive in-home and 24-hour crisis intervention services to youth/families under the jurisdiction of Tarrant County Juvenile Services, also referred to as (“TCJS”).

### CONTRACT FOR SERVICES

#### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 All services as described in the accepted proposal (incorporated by reference) under F2025189;
- 1.2 Assessment and Treatment Planning;
- 1.3 Skills-based training;
- 1.4 Counseling/Therapy;
- 1.5 Brokering and Coordinating of Resources;
- 1.6 Crisis Intervention;
- 1.7 Ensure services provided are culturally and linguistically appropriate;
- 1.8 Functional Family Therapy (FFT) – Program is a three to six (3-6) months average length of service for twenty to twenty-five (20-25 at any one time) home-based therapy sessions; On an ongoing basis, it is expected that families will be seen in the home as a family unit at minimum once or twice weekly for approximately one-two hours each visit, with 24-hour accessibility to a counselor for crisis intervention and emergencies.
- 1.8 Intake services to commence within 3 business days from time of referral for each juvenile and family referred.
- 1.9 Schedule the initial face-to-face visit with the youth and family to occur within 9 days of receipt of the referral.
- 1.10 Documentation and reports: clinical assessment, treatment plan, monthly progress notes, discharge summary and plan should be received on the 10<sup>th</sup> of every month for the previous service month. necessary.
- 1.11 Notify in writing by way of monthly progress report of referrals made to community resources or sub-contractors of specialized treatment programs and services.
- 1.12 Notify electronically within 72 hours of event the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;
- 1.13 Notify electronically within 72 hours of event the end service date and reason for discharge.
- 1.14 Provide discharge summary within five (5) business days following the youth’s last date of services to include community resources youth and family are referred to as part of aftercare and transition planning.

## **2 TERM**

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Decrease the risk of youthful re-offending through interventions which strengthen coping and communication skills in the family system;
  - 3.2.2 Maximize permanence of behavioral change by intervening with adolescent offenders in their own families and communities; and
  - 3.2.3 Facilitate the reintegration of adolescent offenders into the family unit following out-of-home placement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of youth referred and enrolled in the program; and
  - 3.3.2 # of youth enrolled completing services.t.
- 3.4 COUNTY shall further evaluate PROVIDER by the following short term outcome measures:
  - 3.4.1 85% of youth enrolled will complete the program;
  - 3.4.2 90% of youth and families will receive initial face to face visit within 9 days.
  - 3.4.3 100% of youth and families will be referred to community resources as part of aftercare and transition planning.
  - 3.4.4 85% of youth completing the program will not be placed outside the home by the juvenile court within 6 months of completion; and
  - 3.4.5 80% of youth enrolled will not have a subsequent referral while enrolled in the program.
- 3.5 PROVIDER shall submit a performance report on short-term outcome measures including data on output measures by November 1, 2026, outlining the success in meeting the specific goals and objectives in this contract.

## **4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of **\$265,000** annually, pursuant to this Contract. COUNTY will pay PROVIDER within (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 Rates for services shall be billed at \$3,785.60 per referral, or \$72.80/hourly rate;
  - 4.1.2 Each billing should contain a brief description of services provided and the rate of which services have been billed;
  - 4.1.3 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, also referred to as ("TCJS") ATTN: Clayton Howard, 2701 Kimbo Road, Fort Worth, TX 76111; or email at [cdhoward@tarrantcountytx.gov](mailto:cdhoward@tarrantcountytx.gov).
  - 4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

## **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## **6 CONFIDENTIALITY OF RECORDS**

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

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
  - 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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

## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering into this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

- 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 EQUAL OPPORTUNITY**

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

### **14 OFFICIAL NOT TO BENEFIT**

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

### **15 COMPLIANCE WITH LAWS**

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

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

## 18 TERMINATION

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## 19 DEFAULT

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
- 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## 20 LIQUIDATED DAMAGES

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## 20 NOTICE

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

**COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

**PROVIDER**

Ms. Ashley Barnes Ph.D., CEO  
Lena Pope Home, Inc.  
3200 Sanguinet  
Fort Worth, Texas 76107

## 21 WAIVER OF SUBROGATION

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

## 22 INDEMNIFICATION

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

## 23 SOVEREIGN IMMUNITY

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

## 24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

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

24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

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

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

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

## 25 TEXAS LAW TO APPLY

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

## 26 VENUE

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

## 27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

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

- by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment “A” - Family Code 231.006**)
- 27.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 27.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 27.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

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

## **30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its

acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

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

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

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Lena Pope Home, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Ashley Barnes Date  
CEO  
3200 Sanguinet Street, Fort Worth, TX 76107

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

**\*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$265,000**

**COUNTY OF TARRANT  
STATE OF TEXAS**

**\$225,000-10000-2026/2610210000/569011  
\$40,000-Grant-2004/P0111-2026/2610210000/569011**

\_\_\_\_\_  
Tim O’Hare Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.



STATE OF TEXAS  
  
COUNTY OF TARRANT

§  
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§  
§

**JUVENILE SERVICES CONTRACT  
WITH LENA POPE HOME, INC. FOR  
PRE-COURT AND DIVERSION  
FAMILY SUPPORT PROGRAM**

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as (“COUNTY”), and Lena Pope Home, Inc., hereinafter referred to as (“PROVIDER”), for the provision of the Pre-Court and Diversion Family Support Program. The Commissioners Court finds that this Contract serves a public purpose to provide comprehensive intervention services, including clinical assessment, counseling, skills-based training, coordination of resources, and 24-hour crisis services to youth/families referred to Tarrant County Juvenile Services, also referred to as (“TCJS”).

### CONTRACT FOR SERVICES

#### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 All services as described in the accepted proposal (incorporated by reference) under F2025143;
- 1.2 Targeted services for substance abuse and/or family violence;
- 1.3 Assessment with mobile option, completed and submitted within 10 days of referral;
- 1.4 Counseling/therapy, including in-home;
- 1.5 Education and skills-based training;
- 1.6 Brokering and coordinating of resources;
- 1.7 Crisis intervention;
- 1.8 Intake services to commence within 1 business day for in-custody youth, and 3 business days for other youth from time of referral for each youth and family referred;
- 1.9 Ensure services provided are culturally and linguistically appropriate;
- 1.10 Family Support Program is an average of two to six (2-6) months, with twenty to twenty-five (20-25) youth being served at any one time. It is expected that families will be seen at minimum once weekly for approximately one hour each visit, with 24-hour accessibility to a counselor for crisis intervention;
- 1.11 Documentation and reports such as service/treatment plans and relapse prevention plans, should be received by the 10<sup>th</sup> of every month for the previous service month;
- 1.12 Notifications of completion of initial sessions, weekly progress notes, 24-hour report of non-compliance, and 72-hour discharge notifications.

#### 2 TERM

This Contract begins on October 1, 2025, and concludes on September 30, 2026.

#### 3 EVALUATION CRITERIA

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

**F2025143 – Pre-Court & Diversion Family Support Program – LPH**  
**October 1, 2025 – September 30, 2026**

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 Decrease the risk of youthful re-offending through interventions which strengthen coping and communication skills in the family system;
  - 3.2.2 Decrease the risk of youth involvement in the juvenile justice system by reducing youth's use of illegal substances;
  - 3.2.3 Maximize permanence of behavioral change by intervening with adolescent offenders in their own families and communities; and
  - 3.2.4 Youth and families return for all intake appointments and court hearings while enrolled in the program.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 # of youth referred and enrolled in the program;
  - 3.3.2 # of youth completing an assessment only; and
  - 3.3.3 # of administrative reviews and court hearings.
- 3.4 COUNTY shall further evaluate PROVIDER by the following short term outcome measures:
  - 3.4.1 Median number of days to engagement will not exceed 5 days;
  - 3.4.2 75% of youth enrolled will not have a subsequent referral while enrolled in the program;
  - 3.4.3 70% of youth enrolled will complete the program;
  - 3.4.4 80% of families will report improvement in youth/family relationships following program participation; and
  - 3.4.5 85% of youth completing the program will not be placed outside the home by the juvenile court within 6 months of completion.
- 3.5 COUNTY shall evaluate the program using the following long term outcome measures:
  - 3.5.1 One year re-arrest rate shall not exceed 30%
- 3.6 PROVIDER shall submit a performance report by November 1, 2025, outlining the success and meeting the specified goals and objectives in the incorporated proposal.

**4 COST**

- 4.1 The COUNTY will pay PROVIDER no more than an amount of **\$268,736** annually, pursuant to this Contract. COUNTY will pay PROVIDER within (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
  - 4.1.1 Rates for services shall conform to the incorporated proposal as follows: \$97.15 per hour or extended services at \$3,655.75 per referral;
  - 4.1.2 Each billing should contain a brief description of services provided and the rate of which services have been billed;
  - 4.1.3 PROVIDER will send a monthly invoice to Tarrant County Juvenile Services, ATTN: Chris Shahan, 2701 Kimbo Road, Fort Worth, TX 76111; via email [cashahan@tarrantcountytx.gov](mailto:cashahan@tarrantcountytx.gov); and
  - 4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

**5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## **6 CONFIDENTIALITY OF RECORDS**

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

## **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made or the incident occurs to all of the following:
- 7.1.1 Local Law enforcement agency with jurisdiction; and
  - 7.1.2 Texas Juvenile Justice Department ("TJJD" ), by submitting a TJJD Incident Report Form to [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov) (or if unable to complete the form within 24 hours, then by calling 866-477-8354 followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646, and via phone call to 817-838-4643.
- 7.2 PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## **8 FINANCIAL RESPONSIBILITY**

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

## **9 AGENCY-INDEPENDENT CONTRACTOR**

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## **10 ASSIGNMENT AND SUBCONTRACT**

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

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

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

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER warrants that, prior to entering into this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

## **13 EQUAL OPPORTUNITY**

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

## **14 OFFICIAL NOT TO BENEFIT**

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

## **15 COMPLIANCE WITH LAWS**

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

**16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

**17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

**18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

**19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**20 NOTICE**

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

**COUNTY**

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

**PROVIDER**

Ms. Ashley Barnes Ph.D., CEO  
Lena Pope Home, Inc.  
3200 Sanguinet  
Fort Worth, Texas 76107

**20 WAIVER OF SUBROGATION**

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

**21 INDEMNIFICATION**

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

**22 SOVEREIGN IMMUNITY**

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

**23 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 24.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 24.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this contract;
- 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**24 TEXAS LAW TO APPLY**

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

**25 VENUE**

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

**26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment “A” - Family Code 231.006**)
- 27.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 27.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.5 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 27.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

**27 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**28 PRIOR AGREEMENTS SUPERSEDED**

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

**29 AMENDMENTS**

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

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

**30 DISCLOSURE OF INTERESTED PARTIES**

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

**31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

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

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Lena Pope Home, Inc.

X  
\_\_\_\_\_  
Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Ashley Barnes Date  
Chief Executive Officer  
3200 Sanguinet Street, Fort Worth, TX 76107

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

**\*CERTIFICATION OF AVAILABLE FUNDS  
IN THE AMOUNT OF \$268,736:**

**10000-2026/2610260000/569011**

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare Date  
County Judge

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

## New and Revised Policies for Juvenile Board Approval

August JB - 2025  
Approval for (August JB Meeting)  
2025

Policy Name	Summary of Rule	TJJD Standard	Status	Comment
<b>ADMINISTRATION</b>				
Volunteers and Interns - Selection, Responsibilities, Orientation, and Training	Policy outlines requirements for volunteers and interns	TAC 343.386, 344.300	Revised	S. Aguirre - Under JPD Requirements, changed eligibilty age from 21 years old to 20 years old for probation services.



# TARRANT COUNTY JUVENILE SERVICES POLICY

Page 1 of 4

CHAPTER: Probation	SECTION: Training
SUBJECT: Volunteers and Interns - Selection, Responsibilities, Orientation, and Training	
Statute: Texas Administrative Code Sections 343.386 and 344.300(b)(2), (B – D), (d)(1 – 3), (e)	

## DEFINITIONS:

Intern – An individual who performs services for a juvenile justice program or facility through a formal internship program that is sponsored by a juvenile justice agency or is part of an approved course of study through an accredited college or university.

Volunteer – An individual who performs services for the juvenile probation department without compensation from the department who has:

- (A) any unsupervised contact with juveniles in a juvenile justice program or facility; or
- (B) regular or periodic supervised contact with juveniles in a juvenile justice program or facility.

## POLICY:

### §343.386 Volunteers and Interns:

- (a) Facilities using a volunteer or internship program shall have written policies and procedures that include:
- (1) the purposes and goals of the program;
  - (2) a description of the scope, responsibilities, and limited authority of volunteers and interns who work with the department;
  - (3) the selection and termination criteria, including disqualification based on specified criminal history;
  - (4) a prohibition on having unsupervised contact with residents for volunteers and interns whose criminal history does not meet the requirements in Chapter 344 of this title;
  - (5) the orientation and training requirements, including training on recognizing and reporting abuse, neglect, and exploitation;
  - (6) a requirement that volunteers and interns meet minimum professional requirements if applicable; and
  - (7) a requirement to maintain a sign-in log that documents the name of the volunteer/intern, the purpose of the visit, the date of the service, and the beginning and ending time of the service performed for the facility.
- (b) The requirements in subsection (a) of this section do not apply to an individual who performs volunteer services once a year and has only supervised contact with residents.

### §344.300 Criminal History Checks:



# TARRANT COUNTY JUVENILE SERVICES POLICY

Page 2 of 4

- (b) A criminal history check as described in this section must be conducted for:
- (2) an individual who may have direct, unsupervised access to juveniles in a juvenile justice facility or program and who is:
    - (B) a volunteer;
    - (C) an intern; or
    - (D) an individual who provides good and services under contract, except as provided in subsection (c) of this section.
- (c) A criminal history check as specified in this section is not required for employees of a public school district who: (1) provide services in a juvenile justice facility or program; and (2) have completed all criminal history checks required by the Texas Education Agency.
- (d) Before any individual listed in subsection (b) of this section begins employment or service provision:
- (1) the department or facility must ensure the individual has electronically submitted fingerprints using Fingerprint Applicant Services of Texas (FAST) and verify that the department is able to subscribe to the individual's Fingerprint-Based Applicant Clearinghouse of Texas (FACT) record;
  - (2) the department must subscribe to that individual's record in FACT; and
  - (3) the department must use the information in FACT to determine if the individual has a disqualifying criminal history as specified in §344.400 of this title.
- (e) The department must maintain a FACT subscription for each individual in a position requiring a criminal history check for as long as the individual remains in such a position. This requirement applies regardless of the date employment or service provision began.

## **JPD Requirements:**

Interns are accepted from accredited universities as part of an approved course of study. Professional duties assigned are determined based on the requirements of the university and the skill level of the individual. All interns will have a designated supervisor within the department who will be responsible for overseeing their work.

Any intern or volunteer holding professional licensure or certification directly related to their duties in this capacity will be required to maintain that licensure in good standing throughout the term of their intern or volunteer placement and to meet all applicable professional standards as set forth by the appropriate regulatory agency.

Volunteer and intern involvement will be used to supplement programs and services provided by the department. It is an opportunity for volunteers and interns to gain hands-on experience working with youth in secure and non-secure units of the department. Persons eligible to participate as volunteers or interns must be of good character, at least twenty (20) years of age for probation services and twenty-one (21) years of age for detention services and be sufficiently mature to handle the responsibilities involved.

Volunteers and interns will be selected based upon an interview with a departmental Program Volunteer Coordinator. Prior to serving in any capacity, approved applicants shall receive orientation and training,



# TARRANT COUNTY JUVENILE SERVICES POLICY

Page 3 of 4

including but not limited to training on their authority, responsibilities, accountability, and limitations. In addition, training in the recognizing and reporting of abuse, exploitation and neglect will be provided. The department shall ensure that all interns and volunteers who have contact with residents and other youth under the jurisdiction of the department have been trained on their responsibilities under the department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

Program Volunteer Coordinators will maintain and provide written job descriptions for interns and volunteers. A written volunteer and intern log detailing the name of the volunteer or intern, the purpose of the visit, the date of the service, and the beginning and ending time of the service performed for the facility shall be maintained. All volunteers and interns are required to sign in and out each time they are present and are serving in their capacity as a volunteer or intern.

All volunteers and interns are required to sign an Affidavit of Confidentiality prior to any interaction with juvenile clients of the department. Volunteers and Interns are prohibited from executing any duties that may only be performed by a certified officer. Volunteers are asked to give at a minimum a verbal notice prior to discontinuing services with the department.

A volunteer may be terminated at any time at the department's sole discretion with or without cause.

Causes for termination include but not limited to:

1. Not performing work at an appropriate level of capability
2. Negative attitude, offensive language, inappropriate dress or misconduct
3. Violation of city, state or federal laws
4. Violation of confidentiality
5. Harassment
6. Unexcused absences

**FORMS:** N/A

**RELATED LINKS:** [TJJJ Standard 343.386](#)  
[TJJJ Standard 344.300](#)



# TARRANT COUNTY JUVENILE SERVICES POLICY

Page 4 of 4

PROCEDURES:	PERSON RESPONSIBLE
1. Schedule an appointment for interview.	Program Volunteer Coordinator /Applicant
2. Conduct interview with applicant. Review departmental guidelines regarding the scope, responsibilities and limitations of authority, purpose and goals of the program and the structure within which the volunteer/intern will work.	Program Volunteer Coordinator
3. Execute documentation necessary to complete TCIC, NCIC, and sex offender registration check in the city or county where the volunteer resides.	Program Volunteer Coordinator
4. If selected, have the volunteer or applicant sign the acknowledgement that he or she understands and agrees to comply with departmental guidelines. Provide a job description and copies of policies related to the volunteer and intern program.	Program Volunteer Coordinator
5. Participate in required training and utilize the sign in log each time present at the department serving in the capacity of a volunteer or intern.	Approved Applicant

<p style="text-align: center;"><b>Director Effective Date:</b></p> <hr style="width: 30%; margin: auto;"/> <p style="text-align: center;">Riley Shaw Director, Tarrant County Juvenile Services</p>	<p style="text-align: center;"><b>Juvenile Board</b> <b>Approval Date: 08/20/2025</b></p>
<p style="text-align: center;"><b>Replaces Policy Dated: 09/15/2021</b></p>	<p style="text-align: center;"><b>Revised/New Policy: Revised</b></p>

Revised – DAD Admin. Services 06/2025

Juvenile Justice  
Alternative  
Education Program  
Annual Board Report  
2024/2025

# Table of Contents

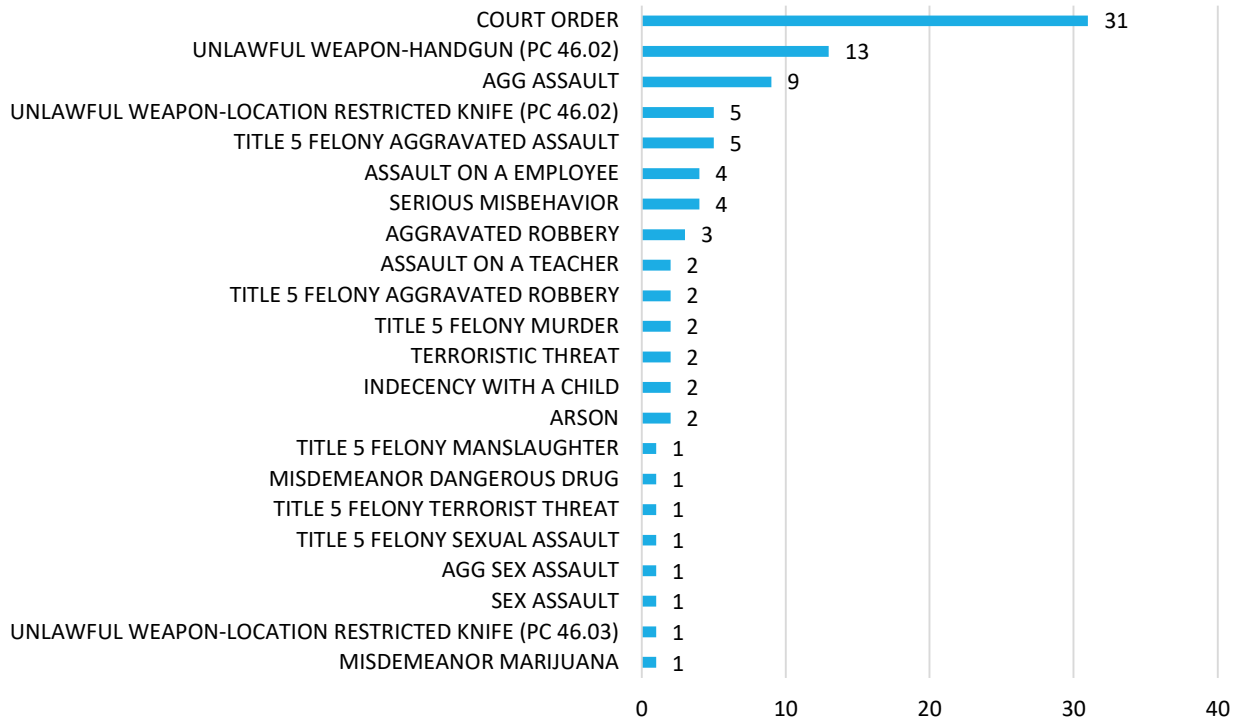
- JJAEP Referrals 2021—2025 ..... 1
- Special Education ..... 2
- Discharges..... 3
- Attendance Rates ..... 4
- 2023/2024 Academic Performance ..... 4
- Incidents & Restraints ..... 5
- JJAEP Enrollments & New JPD Referrals..... 5

## JJAEP Referrals 2021—2025

Variable		2021/2022	2022/2023	2023/2024	2024/2025
Total # of Juveniles Served		289	462	210	117
Total # of New Referrals		250	357	104	94
Referral Type	Juvenile Court Ordered	0 (0.0%)	0 (0%)	4 (3.8%)	31 (33.0%)
	Mandatory	215 (86.0%)	355 (99.4%)	85 (81.7%)	36 (38.3%)
	Discretionary	35 (14.0%)	2 (0.6%)	15 (14.4%)	27 (28.7%)
Gender	Male	191 (76.4%)	262 (73.4%)	87 (83.7%)	85 (90.4%)
	Female	59 (23.6%)	95 (26.6%)	17 (16.3%)	9 (9.6%)
Race	Black	81 (32.4%)	110 (30.9%)	47 (45.2%)	43 (45.7%)
	American Indian/Alaskan Native	1 (0.4%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
	Asian/Pacific Islander	6 (2.4%)	7 (1.9%)	3 (2.9%)	1 (1.1%)
	White	33 (13.2%)	49 (13.7%)	9 (8.7%)	9 (9.6%)
	Hispanic	129 (51.6%)	191 (53.5)	45 (43.3%)	41 (43.6%)
Grade Level	5th	0 (0.0%)	0 (0.0%)	0 (0.0%)	2 (2.1%)
	6th	7 (2.8%)	8 (2.3%)	1 (1.0%)	4 (4.3%)
	7th	28 (11.2%)	28 (7.8%)	9 (8.7%)	17 (18.1%)
	8th	41 (16.4%)	70 (19.6%)	19 (18.3%)	14 (14.9%)
	9th	70 (28.0%)	113 (31.7%)	38 (36.5%)	30 (31.9%)
	10th	57 (22.8%)	73 (20.4%)	27 (25.9%)	18 (19.1%)
	11th	29 (11.6%)	49 (13.7%)	5 (4.8%)	8 (8.5%)
	12th	18 (7.2%)	16 (4.5%)	5 (4.8%)	1 (1.1%)
School District	Arlington	116 (46.4%)	222 (62.2%)	54 (51.9%)	16 (17.0%)
	Azle	2 (0.8%)	0 (0.0%)	1 (1.0%)	3 (3.2%)
	Birdville	3 (1.2%)	2 (0.6%)	2 (1.9%)	0 (0.0%)
	Burleson	6 (2.4%)	12 (3.4%)	1 (1.0%)	1 (1.1%)
	Carrol	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
	Castleberry	1 (0.4%)	2 (0.6%)	1 (1.0%)	0 (0.0%)
	Crowley	7 (2.8%)	6 (1.7%)	5 (4.8%)	1 (1.1%)
	Eagle Mountain – Saginaw	6 (2.4%)	2 (0.6%)	1 (1.0%)	4 (4.3%)
	Everman	3 (1.2%)	0 (0.0%)	3 (2.9%)	3 (3.2%)
	Fort Worth	55 (22.0%)	62 (17.3%)	20 (19.2%)	29 (30.9%)
	Grapevine – Colleyville	10 (4.0%)	11 (3.1%)	1 (1.0%)	1 (1.1%)
	Hurst – Euless – Bedford	13 (5.2%)	3 (0.8%)	4 (3.8%)	11 (11.7%)
	Keller	5 (2.0%)	4 (1.1%)	4 (3.8%)	4 (4.3%)
	Kennedale	2 (0.8%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
	Lake Worth	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
	Mansfield	7 (2.8%)	5 (1.4%)	4 (3.8%)	4 (4.3%)
	Northwest	3 (1.2%)	0 (0.0%)	0 (0.0%)	3 (3.2%)
	White Settlement	11 (4.4%)	26 (7.2%)	3 (2.9%)	7 (7.4%)
	Other <sup>1</sup>	0 (0.0%)	0 (0.0%)	0 (0.0%)	7 (7.4%)

<sup>1</sup> "Other" includes charter school, private school, and out of state enrollment.

## Cause for Expulsion



## Special Education

A student can be diagnosed with single or multiple diagnoses such as Learning Disability (LD), Emotionally Disturbance (ED), Other Health Impaired (OHI), Physically Disabled (PD), Mental Retardation (MR), Other (OT), or Unknown (UN).

Classified Special Education	2021/2022					2022/2023					2023/2024					2024/2025				
	MS	DS	CS	T	%	MS	DS	CS	T	%	MS	DS	CS	T	%	MS	DS	CS	T	%
LD	13	3	0	16	50.0%	19	0	0	19	55.9%	9	2	0	11	35.5%	8	3	3	14	45.2%
ED	4	1	0	5	15.6%	7	0	0	7	20.6%	4	2	0	6	19.4%	3	1	3	7	22.6%
OHI	5	2	0	7	21.9%	7	0	0	7	20.6%	7	2	0	9	29.0%	1	1	1	3	9.7%
LD/ED	1	1	0	2	6.3%	1	0	0	1	2.9%	1	1	0	2	6.5%	0	0	0	0	0.0%
ED/OHI	0	0	0	0	0.0%	0	0	0	0	0.0%	0	1	0	1	3.2%	0	0	0	0	0.0%
UN	0	1	0	1	3.1%	0	0	0	0	0.0%	0	0	0	0	0.0%	0	0	0	0	0.0%
MR	0	1	0	1	3.1%	0	0	0	0	0.0%	0	0	0	0	0.0%	0	0	0	0	0.0%
LD/OHI	0	0	0	0	0.0%	0	0	0	0	0.0%	1	1	0	2	6.5%	0	2	0	2	6.5%
OT	0	0	0	0	0.0%	0	0	0	0	0.0%	0	0	0	0	0.0%	4	1	0	5	16.1%
<b>Total</b>	<b>23</b>	<b>9</b>	<b>0</b>	<b>32</b>	<b>100.0%</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>100.0%</b>	<b>22</b>	<b>9</b>	<b>0</b>	<b>31</b>	<b>100.0%</b>	<b>16</b>	<b>8</b>	<b>7</b>	<b>31</b>	<b>100.0%</b>

\*The top row acronyms are as follows: Mandatory Special Education (MS), Discretionary Special Education (DS), Court Ordered Special Education (CS) and Total (T).

Tarrant County JJAEP served 31 (27.0%) students identified with one or two special needs during the 24/25 school year.

## Discharges

In the 2024/2025 school year, 18 youth were referred and never enrolled in JJAEP, and 80 enrolled youth were discharged. Of the 80 discharges, 44 (88.0%) were successful discharges and 6 (12.0%) were unsuccessful discharges<sup>2</sup>. The discharge table below demonstrates the different categories and their classification as defined by JJAEP standards.

Discharge Reason To-Date		2024/2025		2023	2022
		Never Enrolled	Enrolled	2024	2023
Successful	Completed Expulsion Term	0	41	118	297
	Completed Expulsion Term - Probation Expired	0	0	0	0
	Enrolled or Court Ordered GED Program	0	0	2	1
	Graduated	0	3	7	4
	Obtained GED	0	0	0	0
Unsuccessful	Adult Court Order-no contact with Minors	0	0	0	0
	Certified as an Adult	0	0	0	0
	CPS Custody/Placement	0	0	0	0
	Detention (30 consecutive school days)	3	0	2	4
	Drop out/18-19 years old	0	0	3	1
	Jail (30 consecutive school days)	0	1	1	1
	Placement/JPD	0	1	1	1
	Placement/Parent	0	0	0	0
	Runaway/DTA (30 consecutive school days)	0	3	4	3
	Truancy (40 consecutive absences)	0	1	2	8
TJJD	1	0	0	0	
Other	ARD-ISD Rescinded Expulsion	0	0	0	0
	Deceased	0	0	1	0
	Home School	3	1	1	1
	ISD Rescinded Expulsion	1	14	2	20
	Medical	0	0	0	0
	Moved to Another District (Out of Tarrant County)	4	5	15	13
	Private School	0	6	12	3
	Treatment	0	4	16	7
Other	6	0	0	0	
<b>Total Discharges</b>		<b>18</b>	<b>80</b>	<b>187</b>	<b>364</b>

<sup>2</sup> The "Other" discharge is not included in the percent. There were 30 (37.5%) discharges in the 24/25 school year.

## Attendance Rates

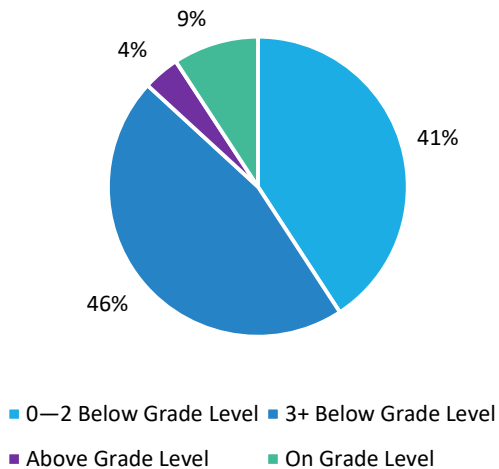
The table below represents the attendance rates for all juveniles served during that school year. The table displays: *ADA* represents the Average Daily Attendance; this calculation varies depending on the number of school days each month; *M* represents the number of Mandatory enrollments; *D* represents Discretionary enrollment; and *C* represents Court Ordered enrollment. The total number of days attended, and monthly attendance rate is also represented.

	2024/2025						2023/2024					
	ADA	M	D	C	# Days	Mo %	ADA	M	D	C	# Days	Mo %
<b>Aug</b>	18.2	150	70	17	237	81.7%	78.2	1095	0	0	1095	74.8%
<b>Sep</b>	20.3	192	176	38	406	81.9%	74.5	1403	13	0	1824	77.6%
<b>Oct</b>	19.5	241	161	28	430	82.2%	60.3	1187	19	0	1206	79.1%
<b>Nov</b>	20.1	184	74	43	301	84.3%	41.6	633	32	0	665	72.9%
<b>Dec</b>	23.8	221	67	45	333	84.7%	37.2	510	48	0	558	74.2%
<b>Jan</b>	21.6	250	81	58	389	87.6%	33.3	479	53	0	532	75.6%
<b>Feb</b>	23.3	285	109	49	443	84.1%	34.9	617	81	0	698	78.6%
<b>Mar</b>	27.0	236	123	46	405	89.6%	30.6	368	60	0	428	77.1%
<b>Apr</b>	37.9	375	220	201	796	87.5%	26.5	461	103	20	584	74.0%
<b>May</b>	45.3	282	194	248	724	79.5%	30.3	356	122	37	515	77.0%
<b>Jun</b>	25.6	115	55	137	307	76.4%	12.9	117	54	9	180	75.6%

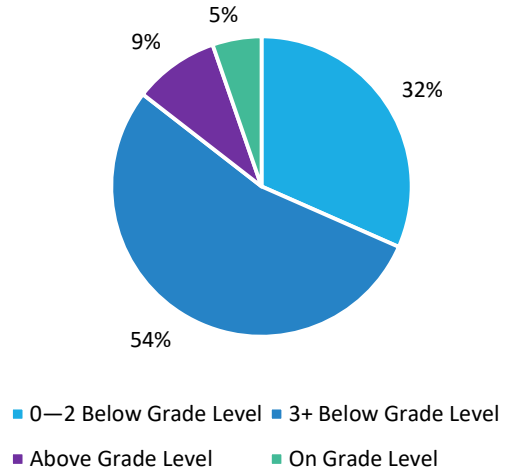
## 2023/2024 Academic Performance

In the 2024/2025 school year, the IOWA Test of Basic Skills entry and exit testing indicates an average overall increase of 0.5 grade level in math and 0.1 grade level in reading.

Entry Math Grade Level



Entry Reading Grade Level



Tarrant County’s JJAEP academic performance for elementary and middle school students is measured by a student’s advancement to the next grade level. Additionally, the high school student’s academic performance is measured by how many credits the students earn with a passing grade.

## Incidents & Restraints

In the 2024/2025 school year, 54 individual students were associated with 242 behavioral reports. Of those reports, 58.3% ( $n = 141$ ) were System Reduction, 26.4% ( $n = 64$ ) were Contract, and 15.3% ( $n = 37$ ) were Incident Reports. Of the 242 total incidents, one incident resulted in a physical restraint. JJAEP classifies incidents into seven different levels ranging from level one (least disruptive) to level seven (most disruptive). For the school year, 4.5% of the incidents were level one, 35.6% were level two, 26.8% were level three, 11.0% were level four, 15.0% were level five, 0.3% were level six, and 6.8% were level seven.

## JJAEP Enrollments & New JPD Referrals

From August 2024 to June 2025, JJAEP served 117 students and 94 enrollments. Three students had previously been referred and enrolled at JJAEP.

Cohort	School Year	<i>n</i>	Number of Juveniles with a New JPD Referral	# of New JPD Referrals
<b>Juveniles Enrolled</b>	2021-2022	250	26 (10.4%)	28
	2022-2023	357	19 (5.3%)	40
	2023-2024	104	11 (10.6%)	13
	2024-2025	94	15 (16.2%)	15

**Designate or De-designate  
Juvenile Processing Office Requests**

08/20/2025

Eagle Mountain Saginaw ISD PD  
616 W. McLeroy Blvd.,  
Saginaw, TX 76179

**De-designating the following room(s):**  
n/a

**Designating the following room(s):**  
**Primary:**  
Office B222-10

**Secondary:**

Mansfield Police Department  
1601 Heritage Pkwy.,  
Mansfield, TX 76063

**De-designating the following room(s):**  
Report Writing Room 141 and Briefing Room 140

**Designating the following room(s):**  
**Primary:**  
n/a

**Secondary:**

## BYLAWS of the Tarrant County Juvenile Board

### I. MEMBERSHIP

- i. The Juvenile Board of Tarrant County (hereinafter "Board") is composed of the county judge and the district judges of Tarrant County.<sup>1</sup>

### II. OFFICERS

#### i. Elections and Vacancies:

- a. The Officers shall consist of at least a Chair and Vice Chair.
- b. The Officers shall be elected annually by majority vote of the Board present at a meeting in which there is a quorum.
- c. Qualifications of Chair and Vice Chair: The Chair and Vice Chair must be:
  - i. a member of the Board;
  - ii. with previous practice experience either representing a party or as presiding judge in a proceeding under Title 3, Texas Family Code; and
  - iii. must have previously served on the Juvenile Board for at least two (2) years at the time the chair or vice chair assumes office.
- d. The Officers shall serve for a term of one year, or until their successors take office, unless the Officer resigns or is removed by a majority vote of the Board present at a meeting in which there is a quorum.

#### ii. Duties of Chair

- a. The Chair shall preside at and conduct all meetings of the Board.
- b. The Chair may:
  - i. Sign all contracts and agreements in the name of the Board after the Board has approved the contract or agreement;
  - ii. Serve as the representative of the Board in meetings and discussions with other organizations and agencies;
  - iii. Perform all duties that are ordinarily the function of the office or that are assigned by the Board; and

#### iii. Duties of Vice Chair

- a. The Vice Chair shall:
  - i. Perform the duties of the Chair when the Chair is unavailable to do so or is otherwise absent or incapacitated;
  - ii. Perform such other tasks as may be assigned by vote of the Board;
  - iii. At the request of the Chair, assist in the duties of Chair; and
  - iv. In the event that the office of Chair becomes vacant prior to the end of the Chair's term, automatically become the Chair until

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<sup>1</sup> Texas Human Resources Code §152.2261(a)

subsequent vote of the Board electing a new Chair in accordance to the by-laws Section II((i).

- iv. Duties of the Secretary
  - a. The Chief Probation Officer for Tarrant County Juvenile Services (“Chief JPO”) shall act as secretary of the Board with responsibility to:
    - i. Keep accurate records and minutes of all meetings of the Board;
    - ii. Make available copies of the minutes of the previous Board meeting and distribute them to the Board in advance of each Board meeting;
    - iii. Cause to be delivered to the public and to all persons entitled to vote at such meeting all notices of meetings; and
    - iv. Receive all requests for public comment.
  - v. The Chief JPO, as secretary, is not vested voting rights related to the Board.
  - vi. The secretary shall receive additional annual compensation of \$1,000.<sup>2</sup>
- v. Additional Officers (hereinafter “Additional Officers”) may be appointed by vote of the Board.
  - a. Additional Officers shall perform such duties as may be specified and approved by the Board.
  - b. The term for Additional Officers shall be for a period of one year or less, as designated by the Board.
- vi. Removal:
  - a. An Officer or Additional Officer may be removed, without cause, by a majority vote of the Board members present at any meeting in which there is a quorum.
- vii. Resignation:
  - a. An Officer may resign only by submitting a written resignation to the Board or secretary.
  - b. An Additional Officer may resign by submitting a written resignation to the Board, Chair, Vice Chair, or secretary.

### III. BOARD AUTHORITY AND DUTIES

- i. The Board shall have such authority and responsibility as is provided by applicable federal, state and local laws.
  - a. In the event there are variances between these Bylaws and any applicable federal, state and local laws, the Board shall follow the applicable laws.
  - b. The Board shall establish a juvenile probation department.
  - c. The Board shall employ a Chief Probation Officer for Tarrant County Juvenile Services (“Chief JPO”) who meets the standards set by the Texas

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<sup>2</sup> Texas Human Resources Code §152.2261(b)

Juvenile Justice Department. The Chief JPO serves at the pleasure of the Board and may be appointed or removed by vote of the Board.<sup>3</sup>

- d. The Board shall adopt a plan that specifies the qualifications necessary for an attorney to be included on an appointment list from which attorneys are appointed to represent children in proceedings and establish the procedures for including attorneys on the appointment list and removing attorneys from the list and appointing attorneys from the appointment list to individual cases.<sup>4</sup>
- e. A quorum of the Board members shall, each year, personally inspect the Tarrant County Juvenile Detention Center and certify in writing that the facilities are suitable or unsuitable for the detention of children. <sup>5</sup>
- f. The Board shall prepare and adopt by vote a budget each year for Tarrant County Juvenile Services.
- g. The Board shall establish by vote policies applicable to Tarrant County Juvenile Services.<sup>6</sup>

#### IV. MEETINGS

- i. The Board shall hold meetings at least once each quarter, although such meetings may be scheduled more often by the Chair.<sup>7</sup>
- ii. Voting. Except as otherwise provided in these Bylaws, decisions of the Board shall be by vote of a majority of those present and eligible to vote at any meeting at which there is a quorum.
- iii. Quorum. A majority of the total number of members of the Board shall constitute a quorum at Board meetings.

#### V. AGENDA

- i. When Officers are elected as set forth in Section II above, the Board shall also nominate a Juvenile Board Agenda Committee to serve for a term of one year. The Juvenile Board Agenda Committee shall be comprised of one civil judge, one family law judge, one criminal judge, one juvenile judge and the County judge.
- ii. The Juvenile Board Agenda Committee's purpose will be to review and approve the Juvenile Board Agenda for any meeting referenced in Section IV above.
- iii. Any juvenile board member may request that an item be placed on the next Juvenile Board Meeting Agenda by submitting the request in writing or by email to the Board Chair or Secretary at least 10 days prior to any scheduled Juvenile Board Meeting. Items requested to be placed on the agenda by a juvenile board member may not be removed from the agenda by the Juvenile Board Agenda Committee.

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<sup>3</sup> Texas Administrative Code §341.200(a)(1)

<sup>4</sup> Texas Family Code §51.102(a)

<sup>5</sup> Texas Family Code §51.12(c)

<sup>6</sup> Texas Administrative Code §341.202

<sup>7</sup> Texas Human Resources Code §152.2261(c)

- iv. The agenda will be approved by a majority of the Juvenile Board Agenda Committee. The Juvenile Board Agenda Committee shall submit the approved agenda to the Board Chair no later than 7 days prior to any scheduled meeting referenced in Section IV above.

BYLAWS approved and enacted on this the 21 day of May, 2025.

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Judge Alex Kim, Interim Board Chair

## BYLAWS of the Tarrant County Juvenile Board

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    - b. The Board shall establish a juvenile probation department.
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- iv. Meetings of the board shall be conducted in accordance with Robert's Rules of Order Newly Revised.

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<sup>4</sup> Texas Family Code §51.102(a)

<sup>5</sup> Texas Family Code §51.12(c)

<sup>6</sup> Texas Administrative Code §341.202

<sup>7</sup> Texas Human Resources Code §152.2261(c)

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BYLAWS approved and enacted on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Judge Alex Kim, Board Chair