



TARRANT COUNTY
Juvenile Services

BENNIE MEDLIN
Director

RON LEWIS
Deputy Director

DATE: June 24, 2024

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

FROM: Bennie Medlin
Director of Juvenile Services

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

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


If your agency is in agreement, Tarrant County would like to renew with your agency for the contract period of **September 1, 2024 - August 31, 2025**. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

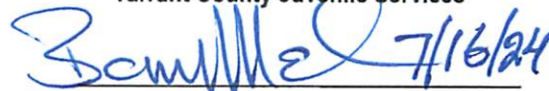
☒ Yes, we wish to renew RFP 2023-136,
this contract not to exceed the amount of
\$508,651.

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

Lena Pope Home, Inc.

Tarrant County Juvenile Services

 7/3/24
Authorized Official's Signature Date

 7/16/24
Director of Juvenile Services Date

Agency Contact Information:

Printed Name: Ashley Elgin

Signature: _____

Title: CEO

Address: 3200 Sanguinet Street

Agency Phone: 817-255-2501

Agency Fax: 817-255-2657

Contact Email: ashley.elgin@lenapope.org

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1183487

Date Filed:
07/02/2024

Date Acknowledged:

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

Lena Pope Home, Inc.
Fort Worth, TX United States

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

Tarrant County Juvenile Services

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

RFP No. 2023-136
Behavioral Management & Support Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Horton, Joni	Fort Worth, TX United States	X	
	Andreani, Carlo	Fort Worth, TX United States	X	
	Ward, Marce	Fort Worth, TX United States	X	
	Wierzowiecki, Sonya	Fort Worth, TX United States	X	
	Elgin, Ashley	Fort Worth, TX United States	X	
	Tudor, Todd	Fort Worth, TX United States	X	
	Ramirez, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

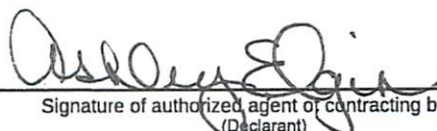
6 UNSWORN DECLARATION

My name is Ashley Elgin, and my date of birth is 7-6-68.

My address is 3200 Sanguinet Street, Fort Worth, Tx, 76107, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 2nd day of July, 20 24.
(month) (year)


Signature of authorized agent or contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Lena Pope Home, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1183487

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07/02/2024

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

Tarrant County Juvenile Services

Date Acknowledged:
07/16/2024

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

RFP No. 2023-136
Behavioral Management & Support Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Horton, Joni	Fort Worth, TX United States	X	
	Andreani, Carlo	Fort Worth, TX United States	X	
	Ward, Marce	Fort Worth, TX United States	X	
	Wierzowiecki, Sonya	Fort Worth, TX United States	X	
	Elgin, Ashley	Fort Worth, TX United States	X	
	Tudor, Todd	Fort Worth, TX United States	X	
	Ramirez, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



STATE OF TEXAS

COUNTY OF TARRANT

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§
§

**JUVENILE SERVICES CONTRACT
FOR BEHAVIORAL MANAGEMENT AND
SUPPORT SERVICES FOR JJAEP WITH
LENA POPE HOME, INC.**

BACKGROUND

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

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will perform the following:

- 1.1 All services as described in the accepted proposal (incorporated by reference) under RFP 2023-136,
- 1.2 Support program, teachers and staff with up to four (4) Behavior Interventionists, one Master's Level Counselor, and one Behavior Intervention Supervisor working in the JJAEP by providing:
 - 1.2.1 Evidence-based research behavior management curriculum that follows the philosophy of the Girl's and Boy's Town Specialized Classroom Management;
 - 1.2.2 Engagement and relationship building with the students;
 - 1.2.3 Student support and safety;
 - 1.2.4 Development of Behavior Management Plans, as appropriate;
 - 1.2.5 Transportation Support Services;
 - 1.2.6 Substitute Coverage, if needed;
 - 1.2.7 Non-Violent Physical Restraint System;
 - 1.2.8 Direct supervision of students during check in, in classrooms, transitions times, lunch time, and end of day procedures regarding transportation;
 - 1.2.9 Development, implementation and compliance with the JJAEP Safety and Security policies and procedures and Student Code of Conduct;
 - 1.2.10 Development of family support mechanisms and strategies to involve parents in the students' educational experience;
 - 1.2.11 Development and coordination of community-based efforts for mentoring, support, enrichment services, and counseling to JJAEP participants;

- 1.2.12 Social/Life, Conflict Resolution and Parenting Skills;
- 1.2.13 Vocational assessments, coaching and assistance with employment, as appropriate; and
- 1.2.14 Comprehensive and on-going case management services.
- 1.3 Physical Education, Healthy Lifestyles and Social Skills: PROVIDER agrees to provide daily instruction in physical education, health, social skills training and character building.
- 1.4 Mental Health Services: PROVIDER agrees to provide mental health services as follows:
 - 1.4.1 Counseling services, up to 40 hours per week, delivered by a licensed master's therapist to include individual clinical assessments, counseling services based on an individual need, family outreach services, consultation with JJAEP staff, and service coordination for ongoing treatment;
 - 1.4.2 Counseling services that effectively address anger management, trauma, anxiety / depression, or behavioral disorders;
 - 1.4.3 Referral to psychological or psychiatric consultation or services for intense need and situations;
 - 1.4.4 Parent outreach and referral services to families at agency designated locations and times;
 - 1.4.5 Work closely with COUNTY representatives to ensure services are aligned to the ongoing case management and comprehensive plan, and to address issues and needs of families;
 - 1.4.6 Culturally competent services to include the completion of required parental assessment and permission forms, and trained counselors that have met background check requirements.

2 TERM

This Contract will begin on September 1, 2024 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.1 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
 - 3.1.1 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Provide, supervise and evaluate required personnel including: four (4) behavior interventionists, 1 supervisor and 1 master level counselor;
 - 3.2.2 Provide behavior interventionists coverage pool to ensure all required behavioral interventionist services are provided each school day;
 - 3.2.3 Implement effective behavioral management services, including the Boys Town behavioral model and social skills curriculum;
 - 3.2.4 Provide counseling, assessment and case management services, to include psychiatric consultation and evidence based practices; and
 - 3.2.5 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing;
 - 3.3.2 Maintain a minimum of 85% successful program completion rate; and
 - 3.3.3 Achieve a minimum of 80% daily attendance rate.
- 3.4 PROVIDER shall submit a performance report by November 1, 2025 outlining the success and meeting the specified goals and objectives in the incorporated proposal.

4 COST

- 4.1 COUNTY will pay not more than an annual amount of \$508,651 for Behavior Management and Counseling services. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following:
 - 4.1.1 PROVIDER will bill for the monthly cost of the Behavior Management and Counseling staff not to exceed 1/12th of the contracted amount of \$508,651;
 - 4.1.2 PROVIDER will bill for services performed in accordance with this Contract;
 - 4.1.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract;
 - 4.1.4 PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: 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 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

6 CONFIDENTIALITY OF RECORDS

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

7 DUTY TO REPORT

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

- 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD, by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within twenty-four (24) hours of said call; and
- 7.1.3 Tarrant County Juvenile Services to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

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

9 AGENCY-INDEPENDENT CONTRACTOR

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

10 ASSIGNMENT

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

11 THIRD PARTY BENEFICIARY EXCLUDED

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

12 DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643.
 - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
 - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
 - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
 - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

- 12.1.7 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

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

14 OFFICIAL NOT TO BENEFIT

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

15 COMPLIANCE WITH LAWS

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

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

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

17 TERMINATION

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract.

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

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

18 DEFAULT

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

19 LIQUIDATED DAMAGES

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20 PARTIES ADDRESSES

COUNTY

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

PROVIDER

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

21 WAIVER OF SUBROGATION

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

22 INDEMNIFICATION

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

EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23 SOVEREIGN IMMUNITY

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

24 REPRESENTATION AND WARRANTIES

24.1 PROVIDER hereby represents and warrants the following:

- 24.1.1 That 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 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and

- must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “B”)*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office 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 in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

28 LEGAL CONSTRUCTION

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

29 PRIOR AGREEMENTS SUPERSEDED

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

30 AMENDMENTS

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

31 DISCLOSURE OF INTERESTED PARTIES

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

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

APPROVED on this the ____ day of _____, 2024, by Commissioners' Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

Lena Pope Home, Inc.

X Bennie Medlin 7/18/24

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

X Ms. Ashley Elgin 7/3/24

Ms. Ashley Elgin
CEO
3200 Sanguinet St Fort Worth, TX 76107

X Jesus E. Nevarez, Jr. 7/17/2024

Jesus E. Nevarez, Jr.
Juvenile Board Chairman
200 E. Weatherford, Fort Worth, TX 76196

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

\$508,651 - Grant-2004/P0027-2025/2610115000/569011

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

Date

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

James Marvin Nichols
Criminal District Attorney's Office*

Tarrant County Auditor

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