

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

AGREEMENT

The Tarrant County Commissioners Court finds that residents of Tarrant County, Texas, are faced with the continuing challenge of child abuse and that a need exists to facilitate continued provision of services to victims and the community to address this challenge.

The Commissioners Court finds that **ACH CHILD AND FAMILY SERVICES** provides crisis intervention, family counseling, residential services and community based care. The organization has protected children and preserved families since 1915. Through research and training, **ACH CHILD AND FAMILY SERVICES** provides reputable programs in child welfare that dramatically strengthen families and reduce child abuse.

The Commissioners Court finds that the services of **ACH CHILD AND FAMILY SERVICES** are in the nature of a professional service, and that the provision of these services furthers a public purpose in that they strengthen families, lessen the trauma to child victims, and address the clinical and educational needs of victims and the community regarding this issue.

NOW, THEREFORE, this **Agreement** is made and entered into this ____ day of _____, 2024, by and between **ACH CHILD AND FAMILY SERVICES**. ("ACH CHILD AND FAMILY SERVICES"), a private non-profit corporation chartered by the State of Texas, acting herein by and through its duly authorized agent and officer, and the **TARRANT COUNTY, TEXAS** ("COUNTY"), acting by and through its County Judge.

ACH CHILD AND FAMILY SERVICES and the **COUNTY** agree as follows:

1. **ACH CHILD AND FAMILY SERVICES** agrees to continue to provide its services to Tarrant County residents.
2. **COUNTY**, for and in consideration of the services provided hereby agrees to pay to **ACH CHILD AND FAMILY SERVICES** a lump sum payment of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for such services during the period October 1, 2023 through September 30, 2024.
3. **TO THE EXTENT PERMITTED BY TEXAS LAW, ACH CHILD AND FAMILY SERVICES AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENT OPERATION OF ITS PROGRAMS OR APPLICATIONS OF ITS FUNDS. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEYS' FEES, AND COSTS OF COURT.**

4. Nothing contained in this **Agreement** shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This **Agreement** does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **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 **Agreement**, party's agent, or party's employee, otherwise provided by law.

6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.

7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.

8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.

9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.

10. In providing the services required by this **Agreement**, **ACH CHILD AND FAMILY SERVICES** 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. **ACH CHILD AND FAMILY SERVICES** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **ACH CHILD AND FAMILY SERVICES** agrees to provide **COUNTY** all records relating to the programs performed by **ACH CHILD AND FAMILY SERVICES** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

12. **ACH CHILD AND FAMILY SERVICES** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year [by November 30, 2024] by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of **COUNTY** funds (salary, rent, training, etc.). *Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to **COUNTY**.*

Until receipt of this final report by **COUNTY**, all subsequent funding will be held in abeyance.

13. **ACH CHILD AND FAMILY SERVICES** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

14. **ACH CHILD AND FAMILY SERVICES** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

SIGNED AND EXECUTED this _____ day of _____, 2024.



OFFICER AND AUTHORIZED AGENT
ACH CHILD AND FAMILY SERVICES

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$300,000.00

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.

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

This Addendum relates to the following contract: Agreement between Tarrant County, Texas and ACH Child and Family Services (FY 2024)

FISCAL FUNDING ACKNOWLEDGMENT

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

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

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

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

Vendor is NOT EXEMPT and Certifies as follows:

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

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

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

Vendor Hereby Certifies (Mark Applicable Certification):

X Vendor is EXEMPT from Certification as set out above.

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

CERTIFIED by:

Wayne Carson
Signature of Certifying Person

Printed Name of Certifying Person

Title of Certifying Person

Name of Vendor Company

Date Certified

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.

ACH Child and Family Services
Fort Worth, TX United States

Certificate Number:
2023-1088029

Date Filed:
10/26/2023

Date Acknowledged:

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

Tarrant County

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

FY 2024 Contract
Public Assistance Contract

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Sarah Proctor, and my date of birth is 11-13-1961.

My address is 3712 Wichita Street, Fort Worth, TX, 76119, Tarrant
(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 26th day of Oct, 2023.
(month) (year)

Sarah Proctor

Signature of authorized agent of contracting business entity
(Declarant)



November 29, 2023

Mr. Chandler Merritt
Tarrant County Administrator
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

RE: FY23 Expenditures & Outcomes Report – ACH Child and Family Services

Mr. Merritt:

In accordance with our funding agreement with Tarrant County, we are submitting to you the enclosed FY23 Expenditures & Outcomes Report. We greatly appreciate the financial assistance that has been provided by Tarrant County in order to hire additional OCOK permanency specialists.

The advantages that come from having staff hired ahead are numerous, but ultimately point to better outcomes for children. Included with this report is a summary of our key initiatives from this past year.

If you require more information or have any questions, please feel free to contact me at 817-502-1323.

Sincerely,

Jeff Wilson
Chief Financial Officer
Our Community Our Kids
Jeff.wilson@oc-ok.org

PERFORMANCE OUTCOMES

Contractor: OCOK Division of ACH Child and Family Services
Catchment: 3B
Contract Number: 24118890
Review Period: FY23 (DFPS Fiscal Year 09/01/2022 - 08/31/2023)

Performance Outcome	Indicator	Qtr 1	Qtr 2	Qtr 3	Qtr 4
		Rate	Rate	Rate	Rate
Safety	Safe in paid care	99.8%	99.1%	99.3%	99.0%
Placement Stability	Foster care placements per child	1.18	1.32	1.44	1.58
Least Restrictive Placement	Percent foster care days in a foster home	82.9%	83.2%	83.3%	83.3%
Placement Proximity	Placed within 50 miles*	72.8%	70.0%	70.9%	71.0%
Maintaining Connections	Sibling groups placed together in foster care	63.3%	65.6%	64.9%	65.3%
	Children placed with kin at 60 days*	38.3%	36.0%	33.1%	pending
Youth are fully prepared for adulthood	Turning 18 years old completing PAL	94.1%	97.1%	98.1%	95.9%
Children and youth participate in decisions that impact their lives	Child attendance at court hearings	100.0%	100.0%	100.0%	100.0%
Workforce Capacity	Annualized caseworker turnover*	46.3%	35.6%	33.4%	34.3%

* Data is delayed by one quarter.

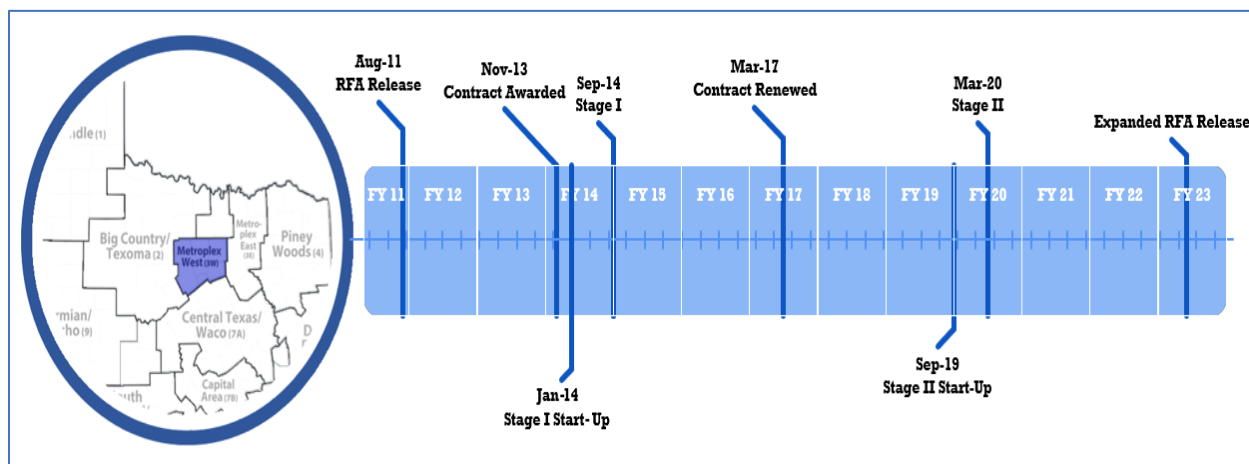
EXPENDITURES REPORT

10/01/2022 - 09/30/2023

Amount	Description
51,455.04	OCOK Permanency Specialist - Date of Hire: 09/06/2022
54,075.84	OCOK Permanency Specialist - Date of Hire: 09/06/2022
49,751.52	OCOK Permanency Specialist - Date of Hire: 09/19/2022
44,094.96	OCOK Permanency Specialist - Date of Hire: 10/03/2022
51,455.04	OCOK Permanency Specialist - Date of Hire: 10/03/2022
65,216.42	Payroll Taxes & Benefits
\$ 316,048.82	Total Expenditures
\$ 300,000.00	Funding provided by Tarrant County

Update for Metroplex West - Our Community Our Kids (OCOK)

The Metroplex West community, previously known as Region 3b, is comprised of Erath, Hood, Johnson, Palo Pinto, Parker, Tarrant and Somervell County. The visual below depicts the timeline of this community's CBC progress.



Kinship

Kinship remains an important area of focus for OCOK knowing that it should be the first placement and is the best placement for the youth we serve. OCOK continues to work to have youth placed with kin by day 60, thanks to immediate and intensive family finding and engagement and promoting licensure for those families who are eligible. Additionally, Kinship staff are offering professional development sessions for stakeholders to learn about how we work as a community to better promote kinship placements and connections for youth. The percentage of OCOK foster children placed with their relatives in kinship placements has increased from 24% in 2022 to 31.6% currently.

Intensive Permanence Services

Partnering with national expert, Alia, OCOK worked to hire two units that will consist of Connection Specialists. Connection Specialists will work on promoting healing and belonging while performing extensive family finding and engagement for youth who have experienced extensive trauma that is preventing their positive permanency. Alia's CEO, Dr. Amelia Franck Meyer, came to Fort Worth to host a training titled "Building a Better Way Together: Transforming our system keeping children safely with their families." Over the next two years, Alia will work with OCOK by providing training, coaching and specialty consultation to ensure that OCOK Connection Specialists are best equipped to help youth by connecting, healing

trauma, healing relational trauma, and supporting and integrating healthy relationships. OCOK Connection Specialists have begun engaging with selected youth and are reporting positive interactions.

Siblings Together

OCOK has utilized data and strategies to work to bring more of our siblings together. Committing resources to focus specifically on siblings, OCOK was able to increase our percentage of siblings placed together from 61.3% in FY22 to 65.3% in FY23. Efforts continue to ensure that our siblings not only are being placed together initially but are brought together as soon as possible if initial placement is not found that keeps them together. Foster and kinship families are working as great partners in their commitment to work with OCOK to ensure sibling connections are maintained.

Texas Family First Pilot Project

OCOK joined this pilot program in order to provide evidence-based family preservation services to at risk families in order to prevent the need for their children's entry into foster care. The goal of the services provided in the pilot program is to strengthen the ability of the families to protect their children and reduce threats to their safety and prevent placing children in out of home foster care by keeping them safe with their family. At the end of FY23, there were sixteen active cases (three from Hood County, five from Johnson County, seven from Tarrant County, and one from Somervell County). There were five case closures, and of those five, four were successful discharges leaving families with tools to better navigate their challenges. We are looking forward to serving even more families in this next year.