



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Mr. Heyward Golden  
Senior Vice President of Operations

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102 for Residential Placement Services for AMIKids, Inc., d/b/a AMIKids  
Rio Grande Valley

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

**AMIKids, Inc.**

**Tarrant County Juvenile Services**

Heyward D. Golden 07/12/22 Bennie Medlin 7/21/22

Authorized Officer's Signature Date Director of Juvenile Services Date

**Agency Contact Information:**

Signature: Heyward D. Golden

Printed Name: Heyward D. Golden

Title: Senior Vice President of Operations

Address: 5915 Benjamin Center Drive, Tampa, FL 33634

Agency Phone: (813) 887-3300

Agency Fax: (813) 889-8092

Contact Email: HGolden@amikids.org



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. Linda Harrison Goates  
Executive Director

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Brookhaven Youth Ranch

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

**Brookhaven Youth Ranch**

**Tarrant County Juvenile Services**

*Linda H. Goates*  
\_\_\_\_\_  
Authorized Official's Signature

*7/06/22*  
\_\_\_\_\_  
Date

*Bonnie Medlin*  
\_\_\_\_\_  
Director of Juvenile Services

*7/21/22*  
\_\_\_\_\_  
Date

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**Agency Contact Information:**

Signature: *Linda H. Goates*  
\_\_\_\_\_  
Printed Name: *LINDA H. GOATES*  
\_\_\_\_\_  
Title: *EXECUTIVE DIRECTOR*  
\_\_\_\_\_  
Address: *5467 ROGERS HILL RD, WEST, TX 76691*  
\_\_\_\_\_  
Agency Phone: *254- 829-1893*  
\_\_\_\_\_  
Agency Fax: *254- 829-1469*  
\_\_\_\_\_  
Contact Email: *lhgoates@outlook.com*  
\_\_\_\_\_





TARRANT COUNTY  
JUVENILE SERVICES

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Mr. Robert Woods  
Executive Director

FROM: Bennie Medlin  
Director of Juvenile Services

SUBJECT: RFQ 2020-102 for Residential Placement Services for Center for Success & Independence

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Center for Success & Independence

Tarrant County Juvenile Services

Authorized Official's Signature

Date

Director of Juvenile Services

Date

Agency Contact Information:

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

Robert Woods

Chief Executive Officer

3722 Pinemont Dr. Houston, TX. 77018

713-424-4545

713-424-4747

rwoods@tcsi.org



**TARRANT COUNTY**  
**JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Ms. Barbara Vollmer  
Executive Vice President and Director of Youth Care

FROM: Bennie Medlin  
Director of Juvenile Services

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SUBJECT: RFQ 2020-102 for Residential Placement Services for Father Flanagan's Boy's Home d/b/a Boys Town

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Father Flanagan's Boy's Home d/b/a Boys Town

Tarrant County Juvenile Services

Authorized Official's Signature

Date

Director of Juvenile Services

Date

Agency Contact Information:

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

Signature  
MS. Barb Vollmer  
Ex. VP & Director of Youth Care  
13603 Flanagan Blvd, Boys Town, NE, 68010  
531-355-1928  
531-355-1925  
barb



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022  
**MEMO TO:** Mr. Johnny Munoz  
Executive Director  
**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Gulf Coast Trade Center

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ **Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

**Gulf Coast Trade Center**

**Tarrant County Juvenile Services**

  
Authorized Official's Signature

7/12/22  
Date

  
Director of Juvenile Services

7/21/22  
Date

**Agency Contact Information:**

Signature



Printed Name:

Rusty Alexander

Title:

Business Managing Director

Address:

2560 Business Pkwy Ste. A, Minden NV 89423

Agency Phone:

775-392-2618

Agency Fax:

Contact Email:

michelle.mcneely@rop.com





**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Ms. Kara Gallegos  
Executive Director

FROM: Bennie Medlin  
Director of Juvenile Services

SUBJECT: RFQ 2020-102 for Residential Placement Services for Mingus Mountain Estate Residential Center, Inc.

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Mingus Mountain Estate Residential Center, Inc.

Tarrant County Juvenile Services

Authorized Official's Signature

Date

Director of Juvenile Services

Date

**Agency Contact Information:**

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

[Signature]

Kara Gallegos

Director of Support Services

15801 E. Don Carlos Dr Prescott Valley, AZ 86315

602-335-2012

602-476-1910

kara.gallegos@mmaaz.com



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022  
**MEMO TO:** Mr. Jim Morris  
Program Director  
**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102 for Residential Placement Services for North Fork Educational Center, LLC

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

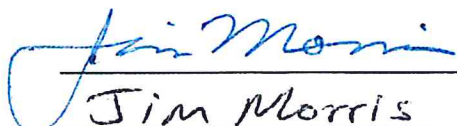
☐ No, our agency does not wish to renew this contract.

**North Fork Educational Center, LLC**

**Tarrant County Juvenile Services**

	<u>7/12/22</u>		<u>7/21/22</u>
Authorized Official's Signature	Date	Director of Juvenile Services	Date

**Agency Contact Information:**

Signature:   
Printed Name: Jim Morris  
Title: Program Director  
Address: 3001 Elm Grove Road, Wylie, TX 75098  
Agency Phone: 972-412-2444  
Agency Fax: 972-412-5444  
Contact Email: jim@northforkec.com



**TARRANT COUNTY**  
**JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Mr. C. Joe Barton III, Ph.D.  
Chief Juvenile Probation Officer

FROM: Bennie Medlin  
Director of Juvenile Services

SUBJECT: RFQ 2020-102 for Residential Placement Services for Randall County - Youth Center of the High Plains

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 **second and final renewal** option of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Randall County - Youth Center of the High Plains

Tarrant County Juvenile Services

C. Joe Barton III, Ph.D.  
Authorized Official's Signature

7/7/2022  
Date

Bennie Medlin  
Director of Juvenile Services

7/21/22  
Date

Agency Contact Information:

Signature

C. Joe Barton III, Ph.D.

Printed Name:

C. Joe Barton III, Ph.D.

Title:

Chief Juvenile Probation Officer

Address:

9300 South Georgia, Amarillo, TX 79118

Agency Phone:

806-468-5700

Agency Fax:

806-468-5713

Contact Email:

Joe.Barton@RandallCounty.gov or Ginger.Guy@RandallCounty.gov





**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Ms. CJ Bower  
Rite of Passage (Canyon State Academy)

FROM: Bennie Medlin  
Director of Juvenile Services

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SUBJECT: RFQ 2020-102 for Residential Placement Services for Rite of Passage (Canyon State Academy)

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Rite of Passage; (Canyon State Academy)

Tarrant County Juvenile Services

REM 7/13/22  
Authorized Official's Signature Date

Bennie Medlin 7/21/22  
Director of Juvenile Services Date

**Agency Contact Information:**

Signature: REM

Printed Name: Rusty Alexander

Title: Business Managing Director

Address: 2560 Business Parkway, Ste. A, Minden, NV 89423

Agency Phone: 775-392-2639

Agency Fax: 775-267-9411

Contact Email: rusty.alexander@rop.com



TARRANT COUNTY  
JUVENILE SERVICES

BENNIE  
MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Mr. Chris Moody  
*Asst.* Chief Executive Officer

FROM: Bennie Medlin  
Director of Juvenile Services

SUBJECT: RFQ 2020-102 for Residential Placement Services for Pegasus Schools, Inc.

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 second and final renewal option of RFQ 2020-102 -- Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of September 1, 2022 through August 31, 2023. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Pegasus Schools, Inc.

Tarrant County Juvenile Services

Authorized Official's Signature

Date

Director of Juvenile Services

Date

Agency Contact Information:

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

*Keith Bradbury*

*Keith Bradbury*

*Program Director and Co-Placement Director*

*896 Robins Ranch Road Lockhart, TX 78644*

*512-432-1621*

*512-398-2160*

*Keith.bradbury@pegasuschool.net*



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. CJ Bower  
President / CEO

**FROM:** Bennie Medlin  
Director of Juvenile Services

**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Lake Granbury Youth Services (LGYS); (Rite of Passage Inc. – ROP)

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Lake Granbury Youth Services (LGYS);  
(Rite of Passage Inc. – ROP)

REM  
Authorized Official's Signature

7/12/22  
Date

Tarrant County Juvenile Services

Bennie Medlin  
Director of Juvenile Services

7/21/22  
Date

**Agency Contact Information:**

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

Rusty Alexander

Rusty Alexander

Business Managing Director

2560 Business Pkwy Ste. A, Minden NV 89423

775-392-2618

michelle.mcneely@rop.com





**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Ms. CJ Bower  
Rite of Passage (Texas Monarch  
Academy for Girls)

FROM: Bennie Medlin

SUBJECT: Director of Juvenile Services  
RFQ 2020-102 for Residential Placement Services for Rite of Passage (Texas  
Monarch Academy for Girls)

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 **second and final renewal option** of RFQ 2020-102 - Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Rite of Passage; Texas Monarch Academy for Girls

Tarrant County Juvenile Services

REM 7/12/22  
Authorized Official's Signature Date

Bennie Medlin 7/21/22  
Director of Juvenile Services Date

**Agency Contact Information:**

Signature: REM  
Printed Name: Rusty Alexander  
Title: Business Managing Director  
Address: 2560 Business Pkwy Ste. A, Minden NV 89423  
Agency Phone: 775-392-2618  
Agency Fax: \_\_\_\_\_  
Contact Email: michelle.mcneely@rop.com



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Mr. Blair Thompson  
Chief Executive Officer

FROM: Bennie Medlin  
Director of Juvenile Services

**SUBJECT: RFQ 2020-102 for Residential Placement Services for Roy Maas Youth Alternatives**

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

**Roy Maas Youth Alternatives**

Blair Thompson July 12, 2022  
Authorized Official's Signature Date

Tarrant County Juvenile Services  
Bennie Medlin 7/21/22  
Director of Juvenile Services Date

**Agency Contact Information:**

Signature: Blair Thompson

Printed Name: Blair M. Thompson

Title: Chief Executive Officer

Address: 3103 West Avenue San Antonio, TX 78213

Agency Phone: 210-340-8077

Agency Fax: 210-340-2232

Contact Email: bthompson@rmya.org



TARRANT COUNTY  
JUVENILE SERVICES

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: July 14, 2022

MEMO TO: Mr. Cory Wenthe  
President

FROM: Bennie Medlin  
Director of Juvenile Services

SUBJECT: RFQ 2020-102 for Residential Placement Services for Woodward Youth Corporation, d/b/a Woodward Academy

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

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☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

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

Woodward Youth Corporation,  
d/b/a Woodward Academy

Tarrant County Juvenile Services

Cory Wenthe  
Authorized Official's Signature

7/14/22  
Date

Bennie Medlin  
Director of Juvenile Services

7/24/22  
Date

Agency Contact Information:

Signature: Guthrey Fritz

Printed Name: Guthrey Fritz

Title: Admissions Director

Address: 1251 334th Street Woodward, IA 50276

Agency Phone: 515-438-3478

Agency Fax: 515-438-3489

Contact Email: guthrey.fritz@wwacademy.com





**TARRANT COUNTY  
JUVENILE SERVICES**

**BENNIE MEDLIN**  
Director

**RON LEWIS**  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Mr. James C. Hill, Jr.  
President

**FROM:** Bennie Medlin  
Director of Juvenile Services



**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Youth Opportunity Investments, LLC

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 **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. 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 RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

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

<b>Youth Opportunity Investments, LLC</b>	<b>Tarrant County Juvenile Services</b>
	
Authorized Official's Signature	Director of Juvenile Services
7-7-22	7/21/22
Date	Date

**Agency Contact Information:**

Signature

Printed Name:

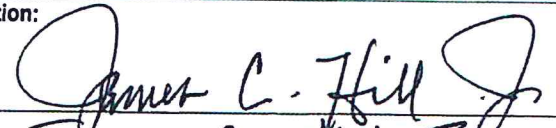
Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

  
James C. Hill Jr.  
President  
701 94<sup>th</sup> Ave. N. Suite 100, St. Petersburg, FL 33702  
(727) 800-3511  
N/A  
jim.hill@youthopportunity.com

# Memorandum

**To:** Bennie Medlin  
**Dept:** Juvenile Services  
**From:** Caleb Rojo, Sr. Buyer, Purchasing Department  
**Date:** 07/26/2022

**Re:** Renewal of RFP 2020-102, Annual Contract for Juvenile Residential Services

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The above referenced contract will expire on August 31, 2022. This contract included three (3) options to renew with the vendors for additional twelve (12) month terms. The second renewal term would commence September 1, 2022 and would expire August 31, 2023.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me at [CRojo@tarrantcounty.com](mailto:CRojo@tarrantcounty.com).

AMIKids Rio Grande Valley  
Brookhaven Youth Ranch  
Center for Success and Independence  
Father Flanagan's Boys' Home, d/b/a Boys Town  
Gulf Coast Trades Center  
Mingus Mountain Estate Residential Center, Inc.  
North Fork Educational Center, LLC  
Pegasus Schools, Inc.  
Randall County–Youth Center of the High Plains  
Rite of Passage, Inc., d/b/a Canyon State Academy  
Rite of Passage, Inc., d/b/a Lake Granbury Youth Services  
Rite of Passage, Inc., d/b/a Texas Monarch Academy for Girls  
Roy Maas' Youth Alternatives  
Woodward Youth Corporation  
Youth Opportunity Investments, LLC

# Memorandum

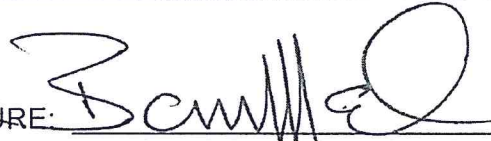
To: Bennie Medlin  
Dept: Juvenile Services  
From: Caleb Rojo, Sr. Buyer, Purchasing Department  
Date: 07/26/2022

Re: Renewal of RFP 2020-102, Annual Contract for Juvenile Residential Services

☒ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE:  DATE: 8/1/22



## RFQ NO. 2020-102 JUVENILE RESIDENTIAL SERVICES

### Vendors Awarded

1. AMIkids, Inc.  
Tampa, FL  
HUB- No
2. Brookhaven Youth Ranch  
West, TX  
HUB- No
3. Center for Success and Independence  
Houston, TX  
HUB- No
4. Clarinda Youth Corporation d/b/a Clarinda Academy  
Clarinda, IA  
HUB- No
5. Father Flanagan's Boys' Home d/b/a Boys Town  
Boys Town, NE  
HUB- No
6. Gulf Coast Trades Center  
New Waverly, TX  
HUB- No
7. Mingus Mountain Estate Residential Center, Inc  
Prescott Valley, AZ  
HUB- No
8. Nexus Recovery Center, Inc  
Dallas, TX  
HUB- No

9. North Fork Educational Center, LLC  
Wylie, TX  
HUB- No
10. Pegasus Schools, Inc  
Lockhart, TX  
HUB- No
11. Randall County- Youth Center of the High Plains  
Amarillo, TX  
HUB-No
12. Rite of Passage, Inc. d/b/a Canyon State Academy  
Queen Creek, AZ  
HUB-No
13. Rite of Passage, Inc. d/b/a Lake Granbury Youth Services  
Granbury, TX  
HUB- No
14. Rite of Passage, Inc d/b/a Texas Monarch Academy for Girls  
Denison, TX  
HUB- No
15. Roy Mass' Youth Alternatives  
San Antonio, TX  
HUB- No
16. Sequel TSI of Idaho d/b/a Mountain Home Academy  
Mountain Home, ID  
HUB- No
17. Woodward Youth Corporation



STATE OF TEXAS

COUNTY OF TARRANT

§  
§  
§

**JUVENILE SERVICES CONTRACT  
WITH AMIKIDS RIO GRANDE VALLEY  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and AMikids Rio Grande Valley, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

<u>Moderate</u>	at the daily rate of <u>\$108.18</u>
<u>Specialized</u>	at the daily rate of <u>\$197.69</u>

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

AMIkids Rio Grande Valley  
5915 BENJAMIN CENTER DRIVE  
TAMPA, FL 33634

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

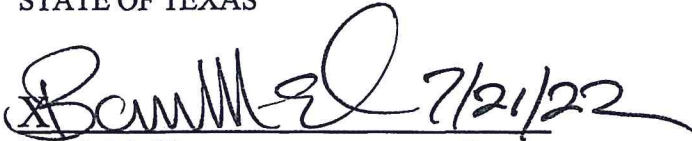
"AMKids, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required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

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

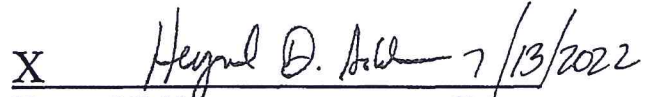
APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

AMikids Rio Grande Valley

 7/21/22

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

X  7/13/2022

Heyward Golden  
Executive Director  
5915 Benjamin Center Drive  
Tampa, FL 33634

X  7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

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 BROOKHAVEN YOUTH RANCH  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Brookhaven Youth Ranch, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

<u>Moderate</u>	at the daily rate of	<u>\$108.18</u>
<u>Specialized</u>	at the daily rate of	<u>\$197.69</u>
<u>Intense</u>	at the daily rate of	<u>\$277.37</u>

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

## **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.



- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

## **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.



8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.



- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

##### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

##### **PROVIDER**

Brookhaven Youth Ranch  
5467 ROGERS HILL RD.  
WEST, TX 76691

#### **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## 25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Brookhaven Youth Ranch 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".



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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Brookhaven Youth Ranch

X Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X Linda Harrison Goates 7/6/2022  
Linda Harrison Goates Date  
Executive Director  
5467 Rogers Hill Rd.  
West, TX 76691

X Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

\*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.

APPROVED AS TO FORM:

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

Justin K. Foster  
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 CENTER FOR SUCCESS AND  
INDEPENDENCE  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Center for Success and Independence, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

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- 1.2 Provide the appropriate level of service of:  

Moderate at the daily rate of \$108.18  
Specialized at the daily rate of \$197.69,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
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- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
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- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
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- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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:
  - 3.1.1 To facilitate improvements in social and personal functioning of youth;
  - 3.1.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.1.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.

- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Center for Success and Independence  
3722 PINEMONT DRIVE  
HOUSTON, TX 77018

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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.

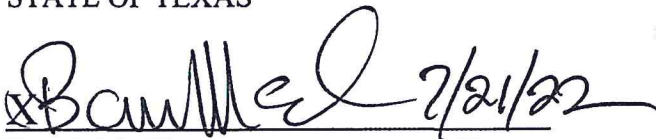
**31 DISCLOSURE OF INTERESTED PARTIES**

"Center for Success and Independence 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".

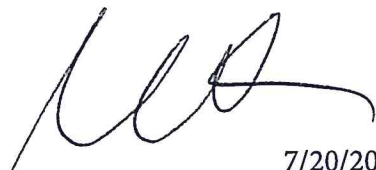
EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

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


Date

  
X  
Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

7/20/2022

Date

Center for Success and Independence

  
Robert Woods  
Chief Executive Officer  
3722 Pinemont Drive  
Houston, TX 77018

Date

COUNTY OF TARRANT  
STATE OF TEXAS

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

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

\_\_\_\_\_  
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 FATHER FLANAGAN'S BOYS' HOME  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Father Flanagan's Boys' Home dba Boys Town, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$197.69,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the Incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



**4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

**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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

##### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

##### **PROVIDER**

Father Flanagan's Boys' Home dba Boys Town  
13603 FLANAGAN BLVD  
BOYS TOWN, NE 68010

#### **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Father Flanagan's Boys' Home dba Boys Town 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".

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Father Flanagan's Boys' Home  
dba Boys Town

X Bennie Medlin 7/20/22  
Date

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

X Ms. Barbara Vollmer 7-12-22  
Date

Ms. Barbara Vollmer  
Executive VP and Director of Youth Care  
13603 Flanagan Blvd  
Boys Town, NE 68010

X Robb Catalano 7/20/2022  
Date

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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 GULF COAST TRADES CENTER  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Gulf Coast Trades Center, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Moderate at the daily rate of \$108.18  
Specialized at the daily rate of \$235.00,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
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**8 FINANCIAL RESPONSIBILITY**

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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.

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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.

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- 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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

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

### **PROVIDER**

Gulf Coast Trades Center  
143 FOREST SERVICE ROAD #233  
New Waverly, TX 77358

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Gulf Coast Trades 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 "F"**, 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Gulf Coast Trades Center

X Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X Rusty Alexander 7/12/22  
Rusty Alexander Date  
Business Managing Director  
143 Forest Service Road #233  
New Waverly, TX 77358

X Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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 MINGUS MOUNTAIN ESTATE  
RESIDENTIAL CENTER INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Mingus Mountain Estate Residential Center, Inc., hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Intensive at the daily rate of \$277.37,  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

## **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.



- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

## **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.

- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

**14 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.

**15 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.

**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.



- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

<b>COUNTY</b>	<b>PROVIDER</b>
Judge B. Glen Whitley County Judge, Tarrant County 100 E. Weatherford St. Fort Worth, TX 76196	Mingus Mountain Estate Residential Center, Inc. 15801 E. DON CARLOS DRIVE PRESCOTT VALLEY, AZ 86315

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
  - 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## 25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Mingus Mountain Estate Residential Center, 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 "F", with the Texas Ethics Commission as required by law".

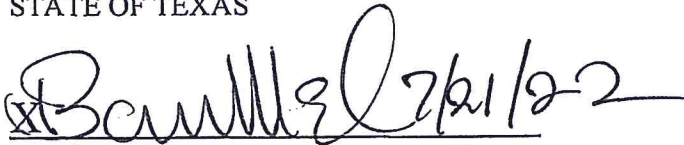


EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Mingus Mountain Estate  
Residential Center, Inc.



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

X  7/11/2022

~~Kara Callegos~~ Randy Copas  
Executive Director  
P. O. Box 26485  
Prescott Valley, AZ 86315

X  7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley  
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 NORTH FORK EDUCATIONAL  
CENTER, LLC  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and North Fork Educational Center, LLC, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

<u>Specialized</u>	at the daily rate of	<u>\$197.69</u>
<u>Intense</u>	at the daily rate of	<u>\$277.37</u>
<u>Intense Plus</u>	at the daily rate of	<u>\$400.72</u>

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the Invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.

- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

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

### **PROVIDER**

North Fork Educational Center, LLC  
3001 Elm Grove Road  
Wylie, TX 75098

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"North Fork Educational Center, 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 "F"**, 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

North Fork Educational Center, LLC

Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

Mr. Jim Morris 7/14/22  
Mr. Jim Morris Date  
Program Director  
3001 Elm Grove Road  
Wylie, TX 75098

X Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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 RANDALL COUNTY – YOUTH  
CENTER OF THE HIGH PLAINS  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Randall County – Youth Center of the High Plains, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized – Residential at the daily rate of \$150.00  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



**Residential Services**  
**September 1, 2022 – August 31, 2023**

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

**2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

**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:
  - 3.1.1 To facilitate improvements in social and personal functioning of youth;
  - 3.1.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.1.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

**4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the Invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

**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; and



- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

##### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

##### **PROVIDER**

Randall County – Youth Center of the High Plains  
9300 SOUTH GEORGIA  
AMARILLO, TX 79118

#### **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

**25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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.

## **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.

**Residential Services**  
**September 1, 2022 – August 31, 2023**

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**

The Randall County – Youth Center of the High Plains 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.

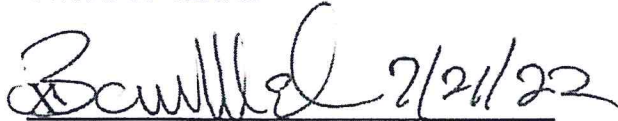


Residential Services  
September 1, 2022 – August 31, 2023

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

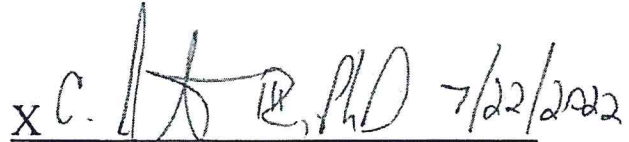
APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

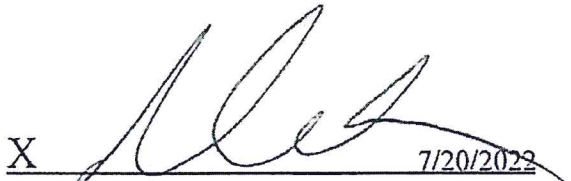
 7/21/22

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

Randall County – Youth Center of the High Plains

X  7/22/2022

C. Joe Bayton III, PhD Date  
Chief Juvenile Probation Officer  
9300 South Georgia  
Amarillo, TX 79118

X  7/20/2022

Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

X  8/1/2022 1:52:53 PM

James W. Anderson, Judge, Date  
County Court at Law #1, & Chairman  
Randall County Juvenile Board

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley 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 PEGASUS SCHOOLS, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Pegasus Schools, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **residential services**, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$175.00,  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

## **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.

- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to a medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

## **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.



- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

#### **14 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.

#### **15 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.

#### **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.
  - 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.



- 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 PARTIES ADDRESSES**

##### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

##### **PROVIDER**

Pegasus Schools, Inc.  
896 ROBIN RANCH ROAD  
Lockhart, TX 78644

#### **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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.

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- 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**


"Pegasus Schools, 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 "F", 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

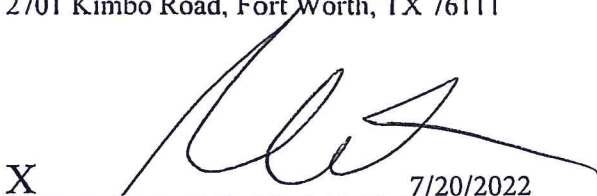
Pegasus Schools, Inc.

 7/21/22

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

X  7/17/2022

Asst. Chris Moody  
Chief Executive Officer  
896 Robin Ranch Road  
Lockhart, TX 78644

X  7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

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 RITE OF PASSAGE, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Rite of Passage, Inc., hereinafter referred to as ("PROVIDER"), for the provision of residential services at Canyon State Academy, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$255.00,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Rite of Passage, Inc.  
2560 BUSINESS PARKWAY, STE. A.  
MINDEN, NV 89423

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Rite of Passage, 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 "F"**, 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Rite of Passage, Inc.

X Bennie Medlin 7/21/22

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

X Rusty Alexander 7/11/22

Rusty Alexander  
Business Managing Director  
2560 Business Parkway, Ste. A.  
Minden, NV 89423

X Robb Catalano 7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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 RITE OF PASSAGE, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Rite of Passage, Inc., hereinafter referred to as ("PROVIDER"), for the provision of residential services at Lake Granbury Youth Services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
    Specialized at the daily rate of \$255.00,  
    meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

##### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

##### **PROVIDER**

Rite of Passage, Inc.  
2560 BUSINESS PARKWAY, STE. A.  
MINDEN, NV 89423

#### **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect; and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Rite of Passage, 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 "F"**, 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Rite of Passage, Inc.

X Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X Rusty Alexander 7/12/22  
Rusty Alexander Date  
Business Managing Director  
2560 Business Parkway, Ste. A.  
Minden, NV 89423

X Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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 RITE OF PASSAGE, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Rite of Passage, Inc.**, hereinafter referred to as ("PROVIDER"), for the provision of **residential services at Texas Monarch Academy for Girls**, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$255.00,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

**Residential Services**  
**September 1, 2022 – August 31, 2023**

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

**2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

**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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
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- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**



- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.

- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Rite of Passage, Inc.  
2560 BUSINESS PARKWAY, STE. A.  
MINDEN, NV 89423

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

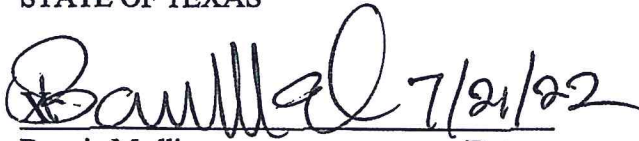
"Rite of Passage, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

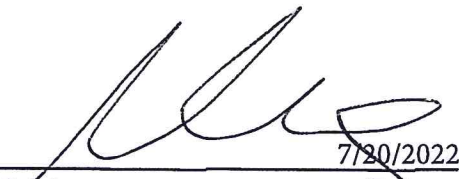
Rite of Passage, Inc.

 7/21/22  
Date

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

X  7/12/22  
Date

Rusty Alexander  
Business Managing Director  
2560 Business Parkway, Ste. A.  
Minden, NV 89423

X  7/20/2022  
Date

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley 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 ROY MAAS YOUTH ALTERNATIVES  
§ FOR RESIDENTIAL SERVICES

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Roy Maas Youth Alternatives, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

### CONTRACT FOR SERVICES

#### 1 SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

<u>Moderate</u>	at the daily rate of <u>\$108.18</u>
<u>Specialized</u>	at the daily rate of <u>\$197.69</u>
<u>Intense</u>	at the daily rate of <u>\$277.37</u>
<u>Emergency</u>	at the daily rate of <u>\$137.30</u>

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
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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.

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- 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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Roy Maas Youth Alternatives  
3103 WEST AVENUE  
SAN ANTONIO, TX 78213

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Roy Maas Youth Alternatives 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".

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Roy Maas Youth Alternatives

X Bennie Medlin 7/21/22

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

X Blair Thompson July 22, 2022

Blair Thompson  
Chief Executive Officer  
3103 West Avenue  
San Antonio, TX 78213

X Robb Catalano 7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

APPROVED AS TO FORM:

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

Justin K. Foster  
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 WOODWARD YOUTH CORPORATION  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Woodward Youth Corporation, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$197.69,  
Intense at the daily rate of \$277.37,  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



**4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

**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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Woodward Youth Corporation  
1251 334<sup>TH</sup> STREET  
WOODWARD, IA 50276

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## 25 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")*, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**


"Woodward Youth Corporation 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".

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

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS


Woodward Youth Corporation

  
\_\_\_\_\_  
Date

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

X  7/14/22  
\_\_\_\_\_  
Date

Mr. Cory Wenthe  
WYC President  
1251 334<sup>th</sup> Street  
Woodward, IA 50276

X   
\_\_\_\_\_  
Date

Robb Catalano  
Juvenile Board Chairman  
401W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley 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 YOUTH OPPORTUNITY  
INVESTMENTS, LLC  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Youth Opportunity Investments, LLC, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$251.21,  
meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **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:
  - 3.1.1 To facilitate improvements in social and personal functioning of youth;
  - 3.1.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.1.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **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; and
- 7.2 The 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**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**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 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER 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 if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 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.

### **15 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.

### **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.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 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 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Youth Opportunity Investments, LLC.  
701 94<sup>TH</sup> AVE. N., SUITE 100  
St. Petersburg, FL 33702

## **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 prior to contact with COUNTY youth will be properly trained prior 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 administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of 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 "D" - 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 by the Texas Juvenile Justice Department 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 "E")**, 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, Texas Juvenile Justice Department, 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 verifies that it does not boycott Israel and will not boycott Israel during the term of 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**

"Youth Opportunity Investments, 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 "F"**, 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 \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Youth Opportunity Investments, LLC

X Bennie Medlin 7/21/22  
Date

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

X James C. Hill, Jr. 7-7-22  
Date

James C. Hill, Jr.  
President  
701 94<sup>th</sup> Ave. N., Suite 100  
St. Petersburg, FL 33702

X Robb Catalano 7/20/2022  
Date  
Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*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.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

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

Justin K. Foster  
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.



## RFQ NO. 2020-102 JUVENILE RESIDENTIAL SERVICES

### Vendors Awarded

1. AMIkids, Inc.  
Tampa, FL  
HUB- No
2. Brookhaven Youth Ranch  
West, TX  
HUB- No
3. Center for Success and Independence  
Houston, TX  
HUB- No
4. Clarinda Youth Corporation d/b/a Clarinda Academy  
Clarinda, IA  
HUB- No
5. Father Flanagan's Boys' Home d/b/a Boys Town  
Boys Town, NE  
HUB- No
6. Gulf Coast Trades Center  
New Waverly, TX  
HUB- No
7. Mingus Mountain Estate Residential Center, Inc  
Prescott Valley, AZ  
HUB- No
8. Nexus Recovery Center, Inc  
Dallas, TX  
HUB- No

9. North Fork Educational Center, LLC  
Wylie, TX  
HUB- No
10. Pegasus Schools, Inc  
Lockhart, TX  
HUB- No
11. Randall County- Youth Center of the High Plains  
Amarillo, TX  
HUB-No
12. Rite of Passage, Inc. d/b/a Canyon State Academy  
Queen Creek, AZ  
HUB-No
13. Rite of Passage, Inc. d/b/a Lake Granbury Youth Services  
Granbury, TX  
HUB- No
14. Rite of Passage, Inc d/b/a Texas Monarch Academy for Girls  
Denison, TX  
HUB- No
15. Roy Mass' Youth Alternatives  
San Antonio, TX  
HUB- No
16. Sequel TSI of Idaho d/b/a Mountain Home Academy  
Mountain Home, ID  
HUB- No
17. Woodward Youth Corporation



Woodward, IA  
HUB- No

18. Woodward Youth Corporation d/b/a Forest Ridge  
Gruver, IA  
HUB- No

19. Youth Opportunity Investments, LLC  
St. Petersburg, FL  
HUB- No