

THE STATE OF TEXAS

COMMUNITY SERVICE PROVIDER CONTRACT

COUNTY OF TARRANT

1. BACKGROUND

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

2. PARTIES TO CONTRACT

Tarrant County (“County”) and Boys & Girls Clubs of Greater Tarrant County (“Service Provider”) agree to the following terms and conditions of this contract.

3. SERVICE PROVIDER DUTIES

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

4. TERM

The term of this contract will commence on September 1, 2023 and end August 31, 2024.

5. GOVERNING LAW

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

participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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

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

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

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

- A. Comply with HHS Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Award 45 CFR 75.
- B. Comply with Office of Management and Budget (OMB) 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

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

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

anyone for any activity designed to influence legislation or appropriation pending before legislative bodies of the state or federal government.

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

6. INFORMATION SECURITY REQUIREMENTS

The Service Provider must comply with the following:

- 6.1 The DFPS IT Security Policy located at:
http://www.dfps.state.tx.us/documents/PCS/Contractor_Information_Security.pdf
- 6.2 Health and Human Services Enterprise Information Security Standards and Guidelines
- 6.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28
- 6.4 Texas Human Resources Code, Section 40.005
- 6.5 Texas Business and Commerce Code, Subchapter B, Sections 521.051-.053
- 6.6 Texas Family Code, Section 162.018
- 6.7 Texas Family Code, Subchapter C, Sections 261.201-.203
- 6.8 Texas Family Code, Section 264.408
- 6.9 Texas Family Code, Section 264.511
- 6.10 Texas Health and Safety Code, Section 85.115 and 40 TAC Section 1404

- 6.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209
- 6.12 Texas Health and Safety Code, Chapter 181 and 1 TAC Sections 391.1-.2
- 6.13 The Federal Information Security Management Act of 2002 (FISMA)
- 6.14 Publication 1075 - Tax Information Security Guidelines for Federal, State and Local Agencies
- 6.15 NIST Special Publication 800-53 Revision 3 - Recommended Security Controls for Federal Information Systems and Organizations
- 6.16 NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems
- 6.17 In addition to the requirements expressly stated in this Section, Service Provider must comply with any other State or Federal law, regulation, or administrative rule relating to the specific Texas Lead Agency program area that CYD and Service Provider supports.
- 6.18 Upon reasonable notice, Service Provider must provide, and cause its subcontractors and agents to provide, Texas Lead Agency or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - A. Service Provider information security policies;
 - B. Service Provider information security procedures;
 - C. Service Provider information security standards;
 - D. Service Provider information security guidelines;
 - E. Service Provider security plan in compliance with NIST Special Publication 800-53 Revision 3;
 - F. Service Provider security violation reports;
 - G. Service Provider employee security acknowledgement agreements; and
 - H. Lists of Service Provider's employees, subcontractors, and agents with authorized access to DFPS/CYD confidential information.
- 6.19 Items 6.17 A through H above are subject to County review and approval. Neither County review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Service Provider's obligations under this agreement.
- 6.20 Service Provider will provide, and will cause its subcontractors and agents to provide, to County, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - A. Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
 - B. General Security Controls Audit;
 - C. Application Controls Audit;
 - D. Vulnerability Assessment; and
 - E. Network/Systems Penetration Test.

7. PROCEDURAL PROVISIONS

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

8. REPORTS, AUDITS AND RECORD RETENTION

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

Agency or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the County, Texas Lead Agency or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the County of any amount paid in excess of the proper billing amount.

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

confidential participant information by the Service Provider, including information required by the Inspections Article, will be in accordance with applicable law.

- 8.10 Service Providers will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Service Provider will submit an annual financial and compliance audit of Service Provider's fiscal year in accordance with Single Audit Requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Texas Uniform Grant Management Standards. Service Provider will re-procure with the objective of rotating the independent audit firm every six years. Service Provider will submit verification of the re-procurement of the independent audit firm for Single Audits.
- 8.11 Confidential Information. Service Provider will not release confidential information to any party without the prior written approval of the County, including, but not limited to, records received or created by the Service Provider that are identifiable to children or clients referred by Texas Lead Agency. Service Provider will not use any information supplied by Texas Lead Agency except for the purposes that the Texas Lead Agency intends the information to be used. If Service Provider stores, collects, or maintains any data, Service Provider will only use such data internally for implementing this contract.
- A. Service Provider will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.
 - B. Service Provider will immediately notify the County of any unauthorized attempt to access, disclosure of, or use of any confidential information.
 - C. This section does not limit the County or Texas Lead Agency's right of access to client case records or other information relating to clients served under this contract. The County and Texas Lead Agency will have an absolute right to access to and copies of such information, upon request.
 - D. If Service Provider receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Service Provider will provide the County or Texas Lead Agency with prompt notice of such request (no later than two (2) business days) so it may be determined whether to seek an appropriate protective order and/or consent to Service Provider's disclosure of the requested records. This subsection does not preclude the Service Provider from asserting its own privileges or objections against release of confidential information to a third-party based on applicable law.
 - E. The provisions of this section remain in full force and effect following termination of cessation of the services performed under this contract.
- 8.12 The County will contact Service Provider when a complaint is received, and advise the Service Provider whether the County will conduct an investigation or will coordinate with the Service Provider for an investigation and a response. When the County requires the Service Provider to conduct any part of the complaint investigation, Service Provider must respond in writing to the County with all requested information and according to County requirements and specified time frames. If Service Provider is unwilling or unable to provide any information within the time required, Service Provider will provide a written explanation for any information that Service Provider does not submit, any applicable date by which Service Provider will provide the information, and the detailed reasons why Service Provider is unwilling or unable to provide such information.

- 8.13 Service Provider is required to complete all fields of program forms in their entirety, including social security number fields. If a client refuses to provide their social security number, Service Provider must document refusal on the program form. The expectation is that Service Providers make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary caregivers must sign program forms giving consent for services prior to the provision of services, and annually.

9. ASSIGNMENTS

Service Provider must:

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

C. The County may renew this contract at the County's discretion on an annual basis by mutual agreement, subject to the conditions in the terms of this contract.

10. PAYMENT OF REIMBURSABLE COSTS

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

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

The total amount reimbursable due under this contract during September 1, 2023 through August 31, 2024 will not exceed \$87,317.25.

10.2 Service Provider will submit monthly requests for reimbursement of actual expenses to the County during the monthly reimbursement meeting, which will be held during the week of the sixth (6th) day of the following month (day and time established by the County). The Service Provider liaison must attend all monthly reimbursement meetings and submit all monthly requests for reimbursement. Only one supplemental reimbursement request will be accepted for each month, and must be received by the monthly deadline established by the County. Included in the monthly request for reimbursement will be copies of receipts and other accurate source and expenditure documentation. Service Provider will retain originals of all copies submitted. Requests will not be considered complete and payable until monthly participation data and participant registration forms for billed services has been received.

10.3 County will either pay within 60 days of receipt of the request for reimbursement or send notice of a denial of the request within 60 days. Payment is considered made on the date postmarked. In the event the County determines that a payment was made for a disallowable reimbursement, the County may deduct the disallowable portion from future payments due Service Provider or County may require Service Provider to refund the disallowable portion to County.

10.4 To receive reimbursement under this contract, Service Provider must incur eligible cost during the contract term and pay that cost prior to seeking reimbursement. In no event will payments exceed the Service Provider's actual and allowable costs to provide services. Costs should be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Service Provider may not transfer line items within the Budget. Service Provider must first seek in writing approval from the County. County has discretion regarding whether the County will approve the proposed line item transfer.

10.5 Service Provider will be responsible for any overtime pay due its employees. This contract will not reimburse Service Provider for overtime.

- 10.6 Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UBMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

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

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

purchase of \$25,000.00 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at: http://www.window.state.tx.us/procurement/prog/vendor_performance/

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

11. INDEMNITY AND INSURANCE

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

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

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

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

C. IF SERVICE PROVIDER'S PROGRAM REQUIRES LICENSED PROFESSIONAL STAFF FOR THE IMPLEMENTATION OF THE PROGRAM, PROFESSIONAL

LIABILITY INSURANCE IS REQUIRED FOR SUCH LICENSED PROFESSIONAL STAFF AT A THREE HUNDRED THOUSAND DOLLAR (\$300,000.00) MINIMUM FOR EACH OCCURRENCE LIMIT, AND SIX HUNDRED THOUSAND DOLLAR (\$600,000.00) MINIMUM AGGREGATE LIMIT. THE COUNTY WILL BE PROVIDED WITH AMPLE WRITTEN NOTICE OF POLICY OR BOND CANCELLATION OR MATERIAL CHANGE IN THE POLICY OR BOND.

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

In addition, in the event of any theft, vandalism, or other offense against the properties, the Service Provider will notify appropriate local law enforcement authorities.

- 11.10 Except as otherwise provided in this contract, all products produced by Service Provider as a result of this contract become the sole property of Texas Lead Agency, including, without limitation, all plans, designs, software, and other contract deliverables.
- A. If Service Provider develops any copyrightable material in the course of performing this contract, then Service Provider will grant the State of Texas, Texas Lead Agency, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.
 - B. This section does not apply to any report, document, or other data, or any invention of Service Provider which existed prior to, or was developed or discovered independently from, its activities related to or funded by this contract.

12. STATE AND COUNTY OWNERSHIP OF REPORTS

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

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

13. TERMINATION AND SUSPENSION

- 13.1 This contract may be terminated without cause by either County or Service Provider by providing written notice to the other party at least 30 days prior to the intended date of termination. The County will not reimburse the Service Provider for a cost paid after the date of termination. Contract provisions regarding reports and audits will remain in effect for federal and state retention requirements.
- 13.2 If the Service Provider fails to provide services according to the provisions of this contract, the County may, upon written notice of default to the Service Provider, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.

- 13.3 The County will suspend or revoke this contract if the Service Provider is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The County will also suspend or revoke this contract if the Service Provider's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- 13.4 In addition to other remedies available to it, County may:
- A. Require the Service Provider to take specific corrective actions in order to remain in compliance with any contractual term;
 - B. Recoup payments made to the Service Provider or impose administrative error sanctions based on audit findings of violations of contract requirements; and
 - C. Suspend any contractual rights including, but not limited to, withholding of payment or cessation of placement.
- 13.5 At the end of the contract term or other contract termination or cancellation, the Service Provider will in good faith and in reasonable cooperation with the County, aid in the transition to any new arrangement or provider of services.
- 13.6 This contract is at all times contingent upon the availability and receipt of county, state or federal funds that the County has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the County without damage assessed against the County. Notwithstanding anything to the contrary, the obligations of Tarrant County are contingent upon the availability of appropriated funds. In the event no funds or insufficient funds are appropriated for County to meet its obligations under this agreement, County may terminate this agreement without notice.
- 13.7 If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties will be discharged from any further obligations under this contract.
- 13.8 All obligations and duties of the Service Provider not fully performed at the expiration or termination of this contract will survive the expiration or termination of the contract. County will not pay Service Provider for services provided following the termination of the contract.

14. PERSONNEL

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

employee working with CYD must be maintained by the Service Provider and provided to the County.

- 14.3 The Service Provider must provide support and at minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients.
- 14.4 The Service Provider must ensure training is provided annually for all employees working with CYD, which must include new hire orientation, cultural humility, and youth development training. All volunteers working with CYD must also receive cultural humility training annually. All CYD employees must complete Developmental Assets and Developmental Relationships training and Youth Program Quality Assessment training within one year of hire. Documentation to support training must be maintained by the Service Provider and provided to the County.
- 14.5 All employees and volunteers must submit forms 2970c and 2971c to the County, who runs a criminal background check and abuse/neglect check through DFPS Automated Background Check System (ABCS). These two clearances must be obtained prior to contact with CYD clients or information. An FBI clearance is required if the employee or volunteer has lived outside Texas within the last five (5) years, and must also be obtained prior to contact with CYD clients or information. Forms 2970c and 2971c should be updated when checks are updated every two years, and the forms and clearances must be kept on file with CYD and the Service Provider.

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

- 14.6 Service Provider will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:
 - A. An act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;
 - B. Criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code, federal law, or the law of another state against:
 1. the person;
 2. the family;
 3. public order or decency;
 4. public health, safety, or morals; or
 5. property;
 - C. An offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or
 - D. Any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

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

- A. Criminal history background check;
- B. DFPS abuse and neglect history check; and
- C. Signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the County, and renewed at intervals not to exceed 24 months while the contract is in effect.

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

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

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

15. CONTRACT INTERPRETATION

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

16. CERTIFICATIONS

The certifications enumerated below represent material facts upon which the County relies when accepting a bid for this solicitation. If the County later determines that Service Provider knowingly rendered an erroneous certification, County may pursue all available remedies in accordance with Texas and U.S. law. Service Provider further agrees that it will provide immediate written notice

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

- 16.1 **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- A. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 - C. The Service Provider will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
 - D. Payments of appropriated or other funds to Service Provider under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- 16.2 **Suspension, Ineligibility, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires the County to screen each covered Service Provider to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Service Provider certifies the following:
- A. That Service Provider and Service Provider's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
 - B. That Service Provider will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Service Provider will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - C. That Service Provider will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.
- 16.3 **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is

- not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 16.4 **Drug-Free Workplace Certification.** Service Provider certifies that it will or will continue to provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about—
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Service Provider's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;
 - D. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - E. Notifying the agency in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
 - F. Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace.
- 16.5 **Antitrust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Service Provider certifies that neither the Service Provider nor the firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 16.6 **Deceptive Trade Practices.** Service Provider certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five (5) years. Service Provider represents and warrants that within the last five (5) years it has not been found guilty or

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

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

17. ATTACHMENTS INCORPORATED

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

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

SIGNED AND EXECUTED this ____ day of _____, 2023 in Tarrant County, Texas.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE SHOWN.

COUNTY OF TARRANT
STATE OF TEXAS
100 E. Weatherford
Fort Worth, Texas 76196
ATTN: County Judge

Daphne Barlow Stigliano

Daphne Barlow Stigliano
CEO & President
Boys & Girls Clubs of Greater Tarrant County
3218 East Belknap Street
Fort Worth, Texas 76111

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

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

Attachment Q-1: PROJECT WORK PLAN

COMMUNITY YOUTH DEVELOPMENT PROGRAM**PROJECT WORK PLAN**

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

GRANTEE NAME: Tarrant County

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

PERIOD OF PERFORMANCE: 09/01/2023 - 08/31/2024

FISCAL YEAR: 2024

SUBAWARDEE NAME: Boys & Girls Clubs of Greater Tarrant County

NAME OF PROGRAM(S): Juvenile Crime Prevention Program

ZIP CODES/S: 76106, 76164

RECORD OF PROJECT WORK PLAN CHANGES

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

CONTACT INFORMATION

TYPE	NAME	TITLE	EMAIL	PHONE
PRIMARY CYD PROGRAM CONTACT	Marcus Hicks	COO	mhicks@bgcgtc.org	817-720-9370
FISCAL MANAGER	Rachel Pearcy	CFO	rpearcy@bgcgtc.org	940-224-3382
EXECUTIVE DIRECTOR OR PRESIDENT	Daphne Barlow Stigliano	CEO & President	daphne@bgcgtc.org	682-500-0850
SIGNATORY <i>*This individual is authorized to sign the contract.</i>	Daphne Barlow Stigliano	CEO & President	daphne@bgcgtc.org	682-500-0850

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: bgcgtc.org

AGENCY EMAIL ADDRESS:
grants@bgcgtc.org

PUBLIC PHONE:
(817) 834-4711

PUBLIC EMAIL CONTACT:
info@bgcgtc.org

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.
3218 E Belknap Street, Fort Worth, TX 76111

CYD PROGRAM SUMMARY CHART

Program Component <i>List all required and ancillary program components offered</i>	PROGRAM NAME	ANTICIPATED ANNUAL OUTPUT*	ANTICIPATED AVERAGE MONTHLY OUTPUT*	PROGRAM LENGTH	FREQUENCY AND INTENSITY OF PROGRAMMING - Total # of sessions, visits, or interactions per Participant	DAYS/TIMES PROGRAMMING PROVIDED BY AGENCY	LOCATION – include all where programming is offered	VIRTUAL MODIFICATIONS (if applicable)
Academic Support	Juvenile Crime Prevention Program- Project Learn/HYLA's	Q1-Q4: 420 unduplicated	Q1-Q3: 150 unduplicated Q4: 145 unduplicated	Q1-Q4: 12 months	Q1-Q4: Daily (Weekdays) 5 sessions per week x 52 weeks = 260	Q1-Q3: Mondays-Fridays 3:00 p.m.-6:30 p.m. Q4: Mondays-Fridays 7:30 a.m.-6:00 p.m.	Q1-Q4: North Fort Worth Branch	Google Meet or Zoom
	Arts & Cultural Enrichment							
Sports & Movement	Juvenile Crime Prevention Program- Triple Play							

* An unduplicated Youth served is an Index Youth with a unique PEIRS client ID number who receives at least one service and is only counted one time during the State fiscal year. Indicate if Youth served Output target includes any duplicated Youth served.

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OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	420	OUTCOME 1: 10-17-year-old Index Youths will not engage in delinquent behavior.	100%
OUTPUT 2: Expected number of Index Youth served monthly during the school year (September – May).	150	OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge	80%
OUTPUT 3: Expected number of Index Youth served monthly during the summer (June-August)	145	OUTCOME 3: Index youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-program participation.	75%
OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge	50%		
OUTPUT 5: Index Youth will complete a matching Developmental Assets Profile (DAP) pre-program participation and post-program participation survey.	60%		

TARGET POPULATION	
AGE RANGE	ANTICIPATED PERCENTAGE OF YOUTH SERVED ANNUALLY
Youth Ages 6-9	30%
Youth Ages 10-17	70%

GOALS AND OBJECTIVES

Please outline the goals and objectives for Fiscal Year 2024. Objectives are intended to operationalize goals and should be Specific, Measurable, Achievable, Relevant and Time-bound (SMART).

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

Goal 1: Meet all contract requirements.

Objective 1: Recruit 420 youth for enrollment in the program for FY2024 at NFW.

Objective 2: Serve an average of 150 youth CYD participants on a monthly basis.

Objective 3: Complete all mandatory reporting/paperwork requirements on time and accurately.

Goal 2: Provide high quality programming for CYD participants.

Objective 1: Utilize Boys & Girls Club programming models that focus on Healthy Lifestyles, Academic Success, and Good Character/Citizenship.

Objective 2: Identify site-specific needs and infuse programmatic resources to address issues North Fort Worth youth are facing.

Objective 3: Work with community partners to provide auxiliary programming that is both enriching and engaging.

Goal 3: Utilize well trained staff to create positive, impactful relationships with youth.

Objective 1: Attend all mandatory CYD trainings and complete requisite training hours as mandated by the CYD grant.

Objective 2: Youth Development professionals and Club leadership participate in regular professional development opportunities around high-quality youth development practices and environments.

Objective 3: Maintain a comprehensive system for performance management of employees.

LOGIC MODEL

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

Program Inputs	Program Activities	Program Outputs	Program Outcomes
<ul style="list-style-type: none"> ● Staff Members ● Time spent with youth ● Learning Center resources (i.e., computers, books, magazines, tables, chairs, software) ● Funding (including in-kind donations) ● <i>Project Learn</i> training ● Professional development for all Club staff ● Program needs assessment and resource development plan ● Bright, clean, dynamic learning center ● BGC/GTC-sponsored training and conferences attended by Club staff 	<ul style="list-style-type: none"> ● Homework help and tutoring ● High-yield learning activities and programs ● Cultural and enrichment activities and programs ● Sports and recreation activities and programs ● Parental/guardian and adult involvement ● Collaboration with schools and community partners ● Recognition ● Goals for graduation 	<ul style="list-style-type: none"> ● Attendance of members in homework help and tutoring sessions ● Number of high-yield learning activities ● Number of cultural and enrichment activities ● Attendance in Music & Youth program ● Number of sports and recreation activities 	<ul style="list-style-type: none"> ● Club members spend more time studying ● Club members complete and submit more homework assignments ● Club members engage in more high-yield learning activities ● Club members have fun learning ● Club members' grades improve ● Club members have fewer absences ● Club members have fewer behavioral problems ● Club members become confident learners

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<ul style="list-style-type: none"> ● Parents/guardians, relatives, and other adults who are significant in Club members' lives ● Opportunities ● Safe space for members 	<ul style="list-style-type: none"> ● BGCA programs ● BGCCTC-targeted programs 	<ul style="list-style-type: none"> ● Number of parent and adult activities ● Attendance of parents, relatives, and other adults who are significant in Club members' lives ● Funds for learning resources ● Attendance in learning center activities 	<ul style="list-style-type: none"> ● Club members demonstrate goal setting and time-management skills ● Members independently pursue learning activities ● Club members are proficient in basic academic disciplines ● Club members are proficient in the use of technology ● Club members graduate from high school and make good secondary school choices ● Club members are intrinsically motivated lifelong learners ● Parental/guardian and adult participation in Club programs increases ● New and/or improved relationships with local schools are formed ● Number of family support programs and activities increases ● Clubs secure in-kind donations and community resources to support their education programming ● Community stakeholders endorse Club goals ● Parents/guardians stress the value of education to their children ● Teachers and community members view the Club as a key partner in the education of Club members
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REQUIRED & ANCILLARY PROGRAMMING PROVIDED
Please describe in detail the CYD Required and Ancillary Programming your organization provides, how the program will be delivered, and what developmental assets will be addressed.

ANCILLARY PROGRAMMING (Add Sections as Necessary)

JUVENILE CRIME PREVENTION PROGRAM

Programming Period Q1-Q3: From: September 1, 2023 To: May 31, 2024

Programming Period Q4: From: June 1, 2024 To: August 31, 2024

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

Q1-Q4:

BGCGTC North Fort Worth Branch: 2000 Ellis Avenue, Fort Worth, TX 76164

Q1-Q3:

Mondays-Fridays: 3:00 p.m.-6:30 p.m.

Q4:

Mondays-Fridays: 7:30 a.m.-6:00 p.m.

Check all that apply

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

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

Boys & Girls Clubs of Greater Tarrant County will provide Sports and Movement, Academic Support, and Arts and Cultural Enrichment services to 76106 and 76164 youth at the North Fort Worth Branch in 76164.

Q1-Q4:

Boys & Girls Clubs of Greater Tarrant County (BGCGTC) offers developmentally appropriate youth-centered programs in an informal learning context. These programs complement and reinforce what youth learn during the school day, while creating experiences that invite them to fall in love with learning while having fun. Rooted in positive youth development, Club programs help youth build both subject specific skills, like literacy and numeracy, as well as social-emotional skills to help youth build healthy relationships with themselves and others, recognize and manage emotions, and solve problems. Our programs align with the 40 Developmental Assets identified by the Search Institute that have been shown to produce positive outcomes for youth.

Youth Centered Learning is an approach in which flexible learning activities and supports are designed to respond to youth’s unique strengths, needs, identities, and experiences. BGCGTC takes this approach to implement programs that lead to positive outcomes through a combination of academic remediation and enrichment opportunities.

The program services follow the Boys & Girls Club’s overall strategy of the “wrap-around” approach to reducing juvenile delinquency and crime. The program will implement educational, employment, recreational, health, and supportive services that promote the social and economic well-being of youth. Addressing the roots of criminal activity, the two-fold goal of the program is (1) to increase resistance skills and protective factors against activities that lead to criminal behaviors, and (2) to reduce youth participation in delinquent behavior by increasing academic performance.

Components and activities implemented include:

- Academic Support Services (Project Learn: high yield learning activities - HYLAs, tutoring, STEM, literacy) – The Club is committed to achieving academic success and this is accomplished by providing a variety of different academic programs to youth. Project Learn education programs such as Power Hour, STEAM activities, and Literacy learning complement and reinforce what youth learn during the school day while creating experiences that help them to value learning and the importance of school. The Power Hour program provides daily homework help, tutoring and high-yield learning activities that encourage youth to become self-directed learners. Literacy programming focuses on targeted interventions that aid in developing reading proficiency. Our academic support services are also furthered by offering

access to our middle and high school youth to our college prep programs that teach study skills, discourage drop out and other truancy prevention, as well as provide assistance with the college application process, scholarships, and financial aid. Youth also have the opportunity to attend college informational trips and preview many colleges both in and out of the state.

- Arts and Cultural Enrichment – There are opportunities year-round for youth to participate in experiential learning activities that expose them to new opportunities and get them outside of their community norms to broaden their horizons. Youth will explore different artistic expressions including the arts (painting and drawing), dance, theatre, poetry, and music. The NFW branch houses the Music Clubhouse where youth can participate in our Music & Youth program. The Music & Youth program is a character development program in which music is used to inspire our youth to be the best versions of themselves.

- Sports and Movement (sports, games, outdoor activities) – There are a variety of activities that happen on a daily basis at the Club. On any given day, there are sports and fitness activities, intramural sports, and recreational play happening both indoors and outdoors. The Triple Play health and wellness initiative encourages youth to get daily physical activity while teaching them good nutrition and helping them develop healthy relationships. Club staff facilitate activities in the gym and the classroom with members every day and host sports and recreational competitions throughout the month. Triple Play leaders assist staff with implementation of activities, coaching teams, and as peer mentors. This program has seen success improving members' confidence in their physical fitness and abilities.

Elements of each of the above program components are integrated into all of the social and educational support services that the Club provides that allows for an enriching program experience. In fact, all Club programs are based on a youth development strategy that builds self-confidence and self-esteem and fosters a sense of belonging, competence, usefulness, and influence.

Services will be offered Monday through Friday at the North Fort Worth Branch. The program is structured into segments. When youth arrive from school, the Academic Program, Project Learn, provides an academic tutoring and homework assistance program known as Power Hour. Project Learn also offers program rotations that are literacy focused, and/or promotes high yield learning activities based in STEAM. After participants complete homework, they are then rotated periodically through the physical education, social recreation, and cultural enrichment departments. Additional programming classes are also offered throughout the day that enriches life skills, diversity, and character development.

In addition to the programs listed above, Club members have the opportunity to participate in character building and social-emotional health and wellbeing programs. These SMART Programs are prevention-based programs to help youth hone their decision-making and critical thinking skills, as well as learn how to avoid and/or resist alcohol, tobacco, other drugs, and premature sexual activity. On an on-going basis, the Club develops young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals, and live successfully as self-sufficient adults.

Youth are taught coping skills, personal attitude and motivation, communication skills, behavioral and social skills, and decision-making. They also receive information on healthy dating relationships, teen pregnancy prevention, and coping with family issues and/or lack of support at home.

Older youth (13-17) are allotted their own space ("Teen Rooms"), where age-appropriate curricula and activities are implemented, such as Keystone Club. Furthermore, at the North Fort Worth Branch Annex building, older youth have access to homework assistance and tutoring provided by college tutors and have the ability to take advantage of a full computer lab.

Q4:

Services will be offered Monday through Friday at the North Fort Worth Branch. When youth arrive for summer programming, they are split into groups according to their age and gender. The groups then rotate periodically through the education room, physical education, social recreation, and cultural enrichment departments participating in HYLAs and other enrichment activities. Additional programming classes are also offered throughout the day that enriches life skills, diversity, and character development. In the summer months, additional field trip opportunities, community service projects as well as Club events, such as field days and Club-wide game tournaments may be scheduled. Class times and rotation schedules may be adjusted depending on the number of participants in any particular age group.

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

Support – Family support (Family & Primary Caregiver Engagement)
 Support – Positive family communication (Family & Primary Caregiver Engagement)
 Support – Other adult relationships
 Support – Parent involvement (Family & Primary Caregiver Engagement)
 Empowerment – Community values Youth
 Empowerment – Service to others
 Empowerment – Safety
 Boundaries & Expectations – Adult role models
 Boundaries & Expectations – Positive peer influence
 Boundaries & Expectations – High expectations
 Constructive Use of Time – Creative activities
 Constructive Use of Time – Youth programs

Internal Assets:

Commitment to Learning – Achievement motivation
 Commitment to Learning – School engagement
 Commitment to Learning – Homework
 Positive Values – Caring
 Positive Values – Equality and social justice
 Positive Values – Integrity
 Positive Values – Honesty
 Positive Values – Responsibility
 Positive Values – Restraint
 Social Competencies – Planning and decision-making
 Social Competencies – Interpersonal competence
 Social Competencies – Cultural competence
 Social Competencies – Resistance skills
 Social Competencies – Peaceful conflict resolution
 Positive Identity – Personal power
 Positive Identity – Self-esteem
 Positive Identity – Sense of purpose
 Positive Identity – Positive view of personal future

Youth Population to be served:

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<input checked="" type="checkbox"/> Males <input checked="" type="checkbox"/> Females	<input checked="" type="checkbox"/> 6-9 years of age <input checked="" type="checkbox"/> 10-17 years of age
Race/Ethnicity: All	Grades Targeted: 1 st - 12 th

FAMILY AND PRIMARY CAREGIVER ENGAGEMENT

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

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

Research has also shown that when Club staff work to engage parents, their children report a better Club Experience. Taking this into consideration, Club professionals take proactive measures to regularly communicate, both formally and informally, with youth’s parents. Intentional efforts to engage parents in the Club Experience is a regular practice at all Clubs. Some common parent engagement practices include:

- Use technology to communicate with parents
- Collaborate with other service providers to support members and families
- Host mandatory orientation events for parents
- Create programs and special events designed for parents and families
- Stay in touch with parents through quick phone calls and emails
- Use drop-off and pick-up times to share members’ accomplishments with parents

In regards to the Juvenile Crime Prevention Program, all parents are required to attend a parent orientation at least once per year. During this orientation, parents are informed of the services provided and opportunities for parent engagement. Staff provides orientations in English and Spanish to resolve any language barriers. Parents are able to meet with program staff at any time to discuss the progress of their children and are encouraged to take an active role in their child’s involvement in the Club. The program staff may call for special parent meetings to discuss specific issues with participants and make referrals for special needs identified. Multiple events geared towards parent engagement and education are scheduled at multiple times per year to connect with parents and inform them of important information. If ever there is an incident, accident, injury, or behavior problem, parents are engaged in an accommodation and inclusion discussion to help best support building a positive youth experience.

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

Parent Orientation: Upon enrollment in the program (on-going)
 Club Communications: Via email or phone calls (on-going)
 Quarter 1: Back to School Bash – August 2023; Fall Festival – October 2023; Holiday Social – November 2023
 Quarter 2: Holiday Social – December 2023
 Quarter 3: Community Fair – March 2024
 Quarter 4: Grade Progression Celebration – June 2024; Teen Night – July 2024

PROGRAM CURRICULUM AND EVIDENCE-BASED AND PROMISING PROGRAMS

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

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

N/A

CURRICULUMS

Add additional rows as needed

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Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Project Learn	Academic Support	https://www.bgca.org/programs/education/project-learn	The complete Project Learn curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Power Hour	Academic Support	https://www.bgca.org/programs/education/power-hour	The complete Power Hour curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
SMART Girls	Arts and Cultural Enrichment	https://www.bgca.org/programs/health-wellness/smart-girls	The complete SMART Girls curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Passport to Manhood	Arts and Cultural Enrichment	https://www.bgca.org/programs/health-wellness/passport-2-manhood	The complete Passport to Manhood curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
CareerLaunch	Academic Support	https://www.bgca.org/programs/career-development/career-launch	The complete CareerLaunch curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.
Money Matters	Academic Support	https://www.bgca.org/programs/education/money-matters	The complete Money Matters curriculum is accessible to BGCA and affiliate staff through bgca.net. A summary of the program is available on the public website bgca.org.

VIRTUAL PROGRAMMING

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

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

Offer pre-work through email learning packets, and shared folders for uploading completed documents. Utilize DocuSign for electronic signature of waivers and acknowledgement forms. Small group trainings to meet social

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distancing and ratios offered in person as is permissible. Scheduled virtual trainings that are recorded utilizing zoom or go-to-meeting platforms.

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

Event or Initiative	Begin Date	End Date	Audience/ Stakeholders
Back to School Bash	August 2023	September 2023	Families, members
Fall Festival	October 2023	October 2023	Families, members
Holiday Social for Families (Thanksgiving and Christmas)	November 2023 December 2023	November 2023 December 2023	Families, members
Community Fair	March 2024	March 2024	Families, members
Grade Progression Celebration	June 2024	June 2024	Members
Teen Night	July 2024	July 2024	Members

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

Programs detailed in the Academic Success, Character Building and Social-Emotional Health and Wellbeing, and the Life Skills formats can be modified to be administered virtually. Programs would incorporate Club On-Demand (YouTube Channel) and/or Virtual Meetings using Zoom or Go-To-Meetings to engage small groups for discussions, step-by-step activities, and learning. CYD staff would also be prepared to conduct check-in calls with youth and family to track participation, engagement with content, and gather feedback. CYD staff will partner with special programs teams to identify virtual experiences that support college and career preparation.

PROGRAM IMPLEMENTATION

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

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

Startup activities will consist of developing operational and communications strategy and an operating model that supports local school reopen plans. A staffing assessment will be conducted to ensure adequate staffing levels to allow for a seamless school year reopen. Marketing the school year program and promoting online registration will be necessary. Staff will immediately register all current youth and start recruiting new youth in order to achieve service goals. A targeted recruitment of current/past members to re-register for the new school year, using current member rosters and contact information. Recruitment will be accomplished by distributing flyers in schools, in the community, at local businesses and through direct mail in the 76106 and 76164 ZIP codes. Recruitment will also take place through school visits. However, much of the recruitment will be achieved by word-of-mouth and online/social media messaging. These activities will be on-going.

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

Recruitment will be accomplished by contacting youth in the target areas who are currently participants of the programs at the North Fort Worth. Recruitment will also be accomplished by staff performing school visits and

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<p>attending community events. Much of the recruitment will be achieved by word-of-mouth. An increased social media and virtual presence, along with increased website interaction capacity, will better support recruitment.</p>
<p>Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.</p>
<p>While our branches are located in neighborhoods experiencing economic disadvantages, lack of transportation can still be a barrier to access for many families. Our Mobile Clubhouse program allows us to take the Club Experience to youth in their communities. Our youth development professionals are utilizing our custom design RV and our fleet of Club buses to set up Club programming in select under-resourced neighborhoods to ensure that kids who cannot attend the Club in person have access to Club programs and services.</p>
<p>Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.</p>
<p>BGCGTC Clubs and programs are offered Monday through Friday from 3:00 p.m. to 6:30 p.m. during the school year and 7:30 a.m. to 6:00 p.m. during the summer. Our Branches are located within the neighborhood and are easily accessible by walkers and car riders. Bus transportation is provided from select community schools during the school year.</p>
<p>Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.</p>
<p>Shifts in program participation pose the most significant barrier. Outside extracurricular activities, especially for older youth, sometimes hamper their ability to consistently participate in the program. Bus transportation will be provided for youth from select community schools to the program site.</p>
<p>Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.</p>
<p>The Club's comprehensive youth development strategy ensures that participants have a strong foundation for future success. Part of the Club's mission of providing enriching programs for youth from disadvantaged circumstances is to help youth develop the qualities needed to become responsible citizens. If young people perceive school and educational attainment as important, they are more likely to achieve academic success. As youth continue to succeed in the classroom, they will have increased opportunities for post-secondary education and/or workforce opportunities. Supporting youth and teens with establishing goals and developing plans for success positions staff as mentors who can help support and encourage Club members toward achievement. Academic proficiency and educational achievement have direct implications to affect juvenile delinquency. Observing and practicing the social-emotional "soft-skills" complements academic achievement can lead to employability, exploring career options, and engaging in programmatic experiences that prepare youth to learn and work beyond high school. Incorporating the 40 Developmental Assets into every program and or activity will also ensure youth are developing internal and external strengths and supports that will lead to future success. Young adolescents need positive group experiences to help them to cultivate good character and effective leadership skills so they can become civically engaged and caring citizens. Adolescents and teens that have an increased awareness of community issues, exposure to community service and opportunities to make leadership decisions, are more likely to foster lifelong civic engagement, graduate high school, and will have broader employment opportunities. Participation and engagement within communities that one identifies as their own directly impacts juvenile delinquency.</p>
<p>The program serves youth who may: (1) be influenced by gangs and criminal activity; (2) have low school attendance, poor academic performance or have dropped out of school; (3) lack the skills and/or means to secure employment; (4) be involved with illegal drug/alcohol use and premature sex; and (5) have low self-esteem and associated lack of community connection. The key to changing the future for these youth is to provide educational and social programs that address their needs. In keeping with the CYD vision, the Club offers a holistic approach to reducing juvenile criminal behavior and assisting youth in improved academic performance.</p>
<p>Describe any established community partners (including program sites, Youth referrals, special events, etc.).</p>

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<p>Boys & Girls Clubs of Greater Tarrant County maintains relationships with other youth-serving organizations to help ensure that youth are receiving the maximum benefit from all services available to them. Two important relationships are the Fort Worth and Arlington Independent School Districts and local juvenile justice authorities. The Club has cooperative agreements with the Fort Worth Public Library, Read Fort Worth, the City of Fort Worth and Arlington Police Departments, Tarrant County Public Health, and multiple colleges and universities. Other supporters include: BNSF, Kiwanis Club, TTI, Fidelity Investments, Ernst & Young, Charles Schwab, All Saints Catholic Church, Olympus, and Buffalo Wild Wings, all of whom collaborate with BCGTC for special events. These relationships bring in resources such as experiences, special event support, supplies, volunteers, and other services.</p>
<p>Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.</p>
<p>BCGTC will utilize client meetings, family meetings, and pre-screenings for intake and assessment. BCGTC follows DFPS regulations for CYD reporting. CYD Registration forms will be obtained from all youth entering the program, and annually. CYD Eligibility for Program Participation forms will be completed by staff through gathering information from all available sources. Outcome surveys will be obtained from youth according to DFPS requirements. Moving to an online registration process allows for increased efficiency and communication with parents.</p>
<p>List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).</p>
<p>BCGTC will follow all DFPS policies and procedures, and utilize all assessment tools or surveys provided. Developmental Assets Profile will be used for all CYD pre/post surveys. Pre-surveys will be completed by all youth when entering the program or at the beginning of each fiscal year. Post-surveys will be completed when youth exit the program or at the end of the school year or summer. Program Experience Surveys will be completed for youth closed or exiting the program.</p> <p>BCGTC program staff will utilize the following pre- or post- assessments and surveys during the program: NYOI (BGCA- National Youth Outcomes Initiatives Survey) Project Learn Pre-Post Test 40 Developmental Assets Profile Survey</p>
<p>Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.</p>
<p>Participants will be retained in the program by helping them form bonds with caring staff members, develop a sense of pride in themselves, identify optimal activities, and increase their academic success and future prospects. All of these aspects will help renew participants' pride and confidence in their community. Developing branch-level CQI plans support staff in forming strategies that promote and track club experience outcomes. High achievement in outcomes support increased member retention.</p>
<p>Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.</p>
<p>The referral process starts once a staff member identifies a concern regarding the member's progress or situation. A parent meeting will be scheduled to discuss strategies or options for additional support or services to address the youth's needs. When necessary, the discussion is elevated to the administrative level with the Tarrant County Regional Vice President of Tarrant County and Chief Operations Officer. Once referrals are made, program staff follows up periodically to check the status and offer support as needed. In the event that the program is at capacity and a referral</p>

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<p>is made to another program, the program staff may ask that the parent follow up with them to ensure they gained access to the services they need.</p>
<p>Describe Participant activity documentation system(s), processes, and procedures. Include a description of how documentation is maintained and utilized to support program activities, as well as information that will be required in Participant file or activity notes.</p>
<p>The Branch Director CYD is responsible for all documentation and will identify Youth Program Specialist and designated Youth Development Specialist(s) to help manage all CYD-related tasks to ensure program documentation is completed. Program attendance and participation is recorded using our electronic database daily.</p> <p>Staff follows a data collection and reporting process designed to protect the confidentiality of members and identify program effectiveness. All participating youth will have an individual case file that is kept secure. Files may include intake forms, report cards, pre- and post-tests, etc. Staff will also track, monitor, and report performance measures as outlined by the grant contract. Utilizing effective procedures and systems along with the various programs available for members in conjunction with the Mentoring Youth At-Risk Program will position the Club to successfully implement the program. The Mentoring Youth At-Risk Program is designed for at-risk youth in Fort Worth, ages 6-18, to participate in site-based and virtual/distance group and individual mentoring activities on a weekly basis for one year. The goal of the Mentoring Youth At-Risk Program is to provide youth with positive adult interaction that exposes them to new experiences and people from various walks of life, fosters increased confidence and self-esteem, and encourages career, education, personal, and social growth. The ultimate goal of participation is to help at-risk youth grow into productive citizens who possess critical skills to make healthy choices and reach their full potential. Staff will document CYD related activities in a very similar manner that is currently done with the Mentoring Youth At-Risk Program.</p>
<p>Describe how program completion for Participants will be determined, as well as processes and procedures for Participant closure and any follow-up. Include details of Participant closure documentation, Developmental Assets Profile (DAP) post-surveys, and administration of the Program Experience Survey.</p>
<p>BGCGTC follows DFPS regulations for CYD reporting and case closure. The Branch Director CYD, Youth Program Specialist, and designated Youth Development Specialist(s) are required to complete all of these tasks as appropriate. Closeout activities include post surveys, assessments, and file reviews. If a participant is transitioned out of the program, staff will review the participant's file and service history to determine if any referrals should be made. The staff will meet with parents if able to inquire about any additional service needs and make appropriate referrals to outside agencies. The staff will review with parents any ongoing services that need follow up.</p>
<p>Outline plans to sustain programming beyond the five-year Period of Performance.</p>
<p>Prior to the end of the grant period, the Board and staff will pursue funding to ensure the program's continuation. Other funding sources such as federal, state, and private foundation grants are periodically available within our local area and target population. The Club has a successful track record in applying for and being awarded government funds. Current contracts are held with US Department of Education, Texas Department of Health and Human Services (multiple contracts), Office of the Governor-Criminal Justice Division, City of Fort Worth (multiple contracts), City of Arlington (multiple contracts), and Tarrant County (multiple contracts). The Club has demonstrated the ability to manage a wide variety of government funded projects.</p>
<p>Are program offerings listed on 2-1-1 current?</p>
<p><input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO</p>

ORGANIZATIONAL COMPETENCE

CYD PROJECT WORK PLAN

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

Because Cultural Arts and Youth in Unity, a diversity awareness program, are a component to the program, staff are aware of the importance of integrating themes of cultural understanding, diversity, and sensitivity into various activities. Staff working in the branches receive cultural competency training yearly and have the opportunity to receive additional diversity training as it becomes available throughout the year. Staff further integrates principles of empathy, understanding, and diversity in all activities. A multicultural staff also serves as role models of positive interpersonal interactions. The Club fosters cross-cultural communication and acceptance among participants and staff. While the majority of the program staff at the NFW branch are Hispanic and bilingual, the Club believes it is important to have an ethnically diverse staff so that youth may be exposed to and interact with different cultures and ethnicities. The organization has adopted policies on accommodation and inclusion to ensure every youth has an opportunity to access the Club experience. The Club ensures that the program components and materials are culturally diverse and relevant. Additionally, the Club provides many opportunities for youth to participate in cross-cultural activities (including Dieciséis de Septiembre, Juneteenth, Black History Month, Cinco de Mayo, Multicultural Fairs, etc.).

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

BGCGTC recognizes the importance of equity in our efforts to achieve equality for our staff, members, and in our communities. The Executive Leadership Team consist of three women and two men, while our Senior Leadership team consists of three women and three men. We employ an ethnically diverse program staff to ensure the staff is representative of the youth being served.

Our intentional efforts to build a diversified board of directors, senior leadership team, and program staff reflective of the community we serve directly align with our desire to ensure a broad range of voices and perspectives that serve as representatives for the organization.

In the fall of each year, our Board Governance Committee evaluates the composition of the Board of Directors, its performance, and areas of growth to diversify the board in skills, ethnicity, genders, and cultures. We completed this activity most recently in February 2023 and set our recruitment priorities for the year. We also aim to build an inclusion board and completed an in-depth board experience survey, which 82% of board members completed in February 2023. This survey completed by a third party is helping to inform the strengths and opportunities for supporting our board members' experiences, especially as it relates to their demographic profiles.

The same commitment to racial and ethnic inclusion is given to hiring and training staff. Boys & Girls Clubs of Greater Tarrant County is committed to promoting a safe, positive, inclusive environment for all, regardless of ability, identity, belief, age, and cultural background. We respect and value diverse life experiences and believe everyone should have equal opportunities to reach their full potential. We do this by assessing employee experience through Gallup's Q12 survey. This survey provides information on the quality of staff's experience and is being analyzed for meaning and action relative to various demographic factors.

As we continue our efforts to become a more inclusive organization that serves families through a lens of advocacy, social justice, and community change, we must learn and address factors that could disrupt our ability to authentically connect with those we serve and those that we serve alongside. All BGCGTC staff complete training and hold intentional dialogue around Unconscious Biases that help us to make sure we are developing our teams to unlearn bias and racism and ensures our work matches our words. Our training program is designed for the year and includes many opportunities for individuals to learn and connect with others. These intentionally designed learning events provide

staff with tools, information, and hands-on activities that help them support each other, themselves, and our youth more effectively on our way to being an inclusive organization.

Board Recruitment is a year-round process in which names and qualifications of prospective board members are forwarded to the Board Governance Committee for review and follow up actions. To determine the board’s membership needs, a needs assessment is conducted with existing board members to determine the expertise needed to fill a vacancy and what present members are capable of providing the organization. Current make-up of the board is as follows: 69% Male, 31% Female; 67% White, 14% Black, 14% Hispanic. Diversifying the Board to be more reflective of the community we serve is of critical importance to the organization. The Board Governance Committee sets strategic goals for recruitment each year, specifically recruiting new board members to reach those goals with intentionality given to diversifying the membership.

PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

CYD

Describe the staffing structure for the project. Describe qualifications for administrator(s), supervisor(s), staff working directly with program Participants. Describe intentional recruitment of staff with diverse backgrounds and experience supporting Positive Youth Development.

Under the direction of the Branch Director CYD, Program staff (Youth Program Specialist, Music & Youth Coordinator, and Youth Development Specialists) will be responsible for implementing the Juvenile Crime Prevention program activities and experiences for Club members. The Senior Director of Operations and Regional VP of Tarrant County will provide supervision and support as needed. The Senior Director of Grant Management ensures program quality, contract compliance, and billing.

All staff must be at least 18 years of age, have a High School Diploma or GED, and one year of experience working with youth. Most full-time positions require a Bachelor’s degree in recreation, behavioral sciences, education, administration, or related fields. A minimum number of years working with children and adolescents, with at least one year of program management experience, preferably in designing and implementing programs for youth or teens. Additional experience supervising staff may be required for specific leadership positions. Part-time positions require experience working directly with youth as well as successfully meeting training, and other requirements during the 90-day performance orientation period.

BGCGTC works to intentionally recruit staff with diverse backgrounds and experiences to support positive youth development by employing several strategies in our hiring and recruitment practices. Our hiring practices consist of staff hiring incentives which encourages our team of professionals to recruit others who would fit in well with our culture and values; interview questions pertaining to specific issues related to needs and experiences of youth and teens; recruitment efforts for targeted populations with similar or shared experiences; and connections to the communities served by the Club.

Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.

BGCGTC employs several supervision models for staff:

- Administrative supervision occurs regularly between the Branch Director CYD and program staff to promote professional development including skills, knowledge, processes, and responsibilities.
- Clinical supervision occurs as needed, or at least annually, with the Senior Director of Operations and/or Regional VP of Tarrant County and Branch Director CYD.

CYD PROJECT WORK PLAN

<ul style="list-style-type: none"> • Reflective supervision occurs regularly and involves program staff, the Branch Director CYD, and Regional VP of Tarrant County. It may involve members and parents sharing their thoughts and experience as well. This is often done as a “pulse check” activity at least once during the program cycle. 			
<p>Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.</p>			
<p>Volunteers and interns will not be used to implement the program.</p>			
<p>Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.</p>			
<p>The Branch Director CYD and administrative support team will work together to ensure consistency and continuity in the face of staff transition.</p>			
<p>Human Resources staff ensures that recruitment for vacancies takes place quickly after staff turnover. Open positions are advertised locally and nationally through various job posting services. New hires are required to go through new hire orientation and job shadowing to learn about the organization and program implementation. Staff is required to attend periodic training throughout the year to ensure they are up to date on all innovations and best practices in program delivery.</p>			
<p>Describe your organization’s policies and procedures for reviewing case files for quality and completeness.</p>			
<p>It is standard procedure for staff to complete an audit of member’s case files at the end of each month. Staff reviews forms and documents for accuracy and completeness before transferring any written information into the electronic database. The Branch Director CYD and Senior Director of Grant Management oversee the monthly audit.</p>			
<p>Describe your process for tracking all training for staff, and the position(s) responsible for tracking.</p>			
<p>The Branch Director CYD is responsible for tracking staff training and ensuring it is recorded appropriately. Once training is assigned, it is communicated to staff via email and/or calendar invite with an expected completion deadline. Once the training is completed, staff must forward copies of certifications or other proof of participation to the Branch Director CYD, as well as the training@bgcgtc.org website. Human Resource professionals monitor the website and are responsible for maintaining the certificates in staff files.</p>			
<p>List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.</p>			
Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
<p>Type: New Employee Orientation</p> <p>Title: New Employee Orientation</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	<p>First 3 days</p>
<p>Type: New Hire Orientation</p> <p>Title: New Hire Orientation</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	<p>First 90 days</p>

CYD PROJECT WORK PLAN

<p>Type: New Hire or Annual Orientation</p> <p>Title: CYD Orientation</p>	<p>Branch Director CYD Youth Program Specialist CYD</p>	<input type="checkbox"/> In-person by program model <input type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided <input checked="" type="checkbox"/> CYD Project Manager	<p>Upon Hire and Annually</p>
<p>Type: New Hire</p> <p>Title: CPR/First Aid</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	<p>First 90 days</p>
<p>Type: Diversity, equity, & inclusion (cultural humility)</p> <p>Title: Cultural Humility</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input type="checkbox"/> By supervisor/staff <input checked="" type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	<p>Annually</p>
<p>Type: Youth development</p> <p>Title: Pre- Summer Shutdown (includes child abuse & neglect, First-aid/CPR, YPQA- Methods Training, positive youth development training, Project Learn training, 40 Developmental Assets training, etc.)</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input checked="" type="checkbox"/> Self-guided	<p>Prior to summer program implementati on</p>
<p>Type: Youth development</p> <p>Title: Post- Summer Shutdown (Includes child abuse & neglect, First-aid/CPR, YPQA- Methods Training, positive youth development training, Project Learn training, 40 Developmental Assets training, etc.)</p>	<p>All Staff</p>	<input type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input type="checkbox"/> Webinar <input checked="" type="checkbox"/> Self-guided	<p>Prior to school year program implementati on</p>

DATA & DATA USE

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

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

BGCA has partnered with the David P. Weikart Center for Program Quality to develop a CQI system specifically for Clubs, based on the Weikart Center's evidence-based Youth Program Quality Intervention.

Continuous Improvement Cycle:

The process of implementing a quality Club Experience is a year-round, ongoing effort. We must collect and analyze

data to inform needed changes so that quality is consistent across our operations and programming, as well as from Club site to Club site.

A Continuous Improvement Cycle is an ongoing feedback loop that includes gathering information, making decisions, implementing strategies, assessing how well they work, and then adjusting or trying new strategies based on the results. The cycle is a team-based process with significant opportunities for all Club staff to actively participate and contribute input. The cycle contains three steps: (1) Assessment, (2) Action planning, and (3) Execution.

Assessment

Boys & Girls Club of Greater Tarrant County will conduct a thorough assessment of operations and programs to determine the effectiveness of the Club Experience it offers youth. This assessment will include both staff input and member feedback to produce a comprehensive record of how well our organization implements the Five Key Elements of Youth Development. The assessment will also help us determine gaps in program and activity offerings to help us serve more youth more often. The assessment phase will include: (1) Establish Baseline Data, (2) Data Review and Comparisons, (3) Identification of Key Improvement Areas, and (4) Selection of Staff Practices to Influence the Club Experience. BGCCTC will utilize the Youth Program Quality Assessment tool, National Youth Outcomes Initiative Survey, and other internal assessment tools to complete regular assessments of all programs and special projects.

Action Planning

The staff team will create an Action Plan to improve the operations and programming at our organization with the goal of increasing quality across sites.

Execution

Our success building a better Club Experience will depend on our ability to monitor the effectiveness of selected strategies. We will routinely re-assess how well our improvement strategies and tactics are working and adjust accordingly. The execution phase will include the following key components: (1) Program Quality Assessment, (2) Process and Monitoring Plan, (3) Technology Purchases/Upgrades, (4) New Staff Positions, (5) Facility Changes/Upgrades, (6) New Program Resources, and (7) Creation of Success Metrics.

GRANT ADMINISTRATION

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

Boys & Girls Clubs of Greater Tarrant County has an established process for grant implementation and compliance. Once funding is awarded, the contract is reviewed and an individual implementation plan is created with a team of staff made up of our Programs Director, Finance Director, Grants Director, and Advancement Team. This cross-functional team meets on an on-going basis to track and monitor outcomes, spending, and other obligations, to ensure the grant is on track for a successful completion by ensuring that all requirements and obligations are met and standards and guidelines are adhered to.

Spending is tracked via a three person checks and balance process as follows:

- Person A- prepares billing for finance department
- Person B- audits the billing and signs off
- Person C- submits the request for reimbursement

The Club is required to undergo a single audit each year. The Club has received an unmodified opinion (cleanest opinion given) from our independent auditors every year. The auditors have qualified us as a low-risk auditee. No deficiencies or weaknesses were found.

Describe the quality assurance procedures you have in place.
BGCGTC has created an Internal Control & Procurement Policies and Procedures Manual which covers our quality assurance procedures.

LOG OF ATTACHMENTS <i>Add additional rows as needed</i>		
Name of attachment	Provided	Notes:
Attachment D-1: YLD Scope and Sequence	<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO	
Attachment D-2: PEI Evidence-Based Ranking Tool	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-3: Agency Org Chart	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-4: CYD Program Chart	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	
Attachment D-5: CYD Job Descriptions	<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO	

40 DEVELOPMENTAL ASSETS

EXTERNAL ASSETS

Support	Family support Positive family communication Other adult relationships Caring neighborhood Caring school climate Parent involvement
Empowerment	Community values Youth Youth as resources Service to others Safety
Boundaries & Expectations	Family boundaries School boundaries Neighborhood boundaries Adult role models Positive peer influence High expectations
Constructive Use of Time	Creative activities Youth programs Religious community Time at home

INTERNAL ASSETS

Commitment to Learning	Achievement motivation School engagement Homework
------------------------	---

CYD PROJECT WORK PLAN

	<ul style="list-style-type: none"> Bonding to school Reading for pleasure
Positive Values	<ul style="list-style-type: none"> Caring Equality and social justice Integrity Honesty Responsibility Restraint
Social Competencies	<ul style="list-style-type: none"> Planning and decision-making Interpersonal competence Cultural competence Resistance skills Peaceful conflict resolution
Positive Identity	<ul style="list-style-type: none"> Personal power Self-esteem Sense of purpose Positive view of personal future

Budget for Grant Contracts	
SUMMARY	
Grantee:	Tarrant County
Subgrantee:	Boys & Girls Clubs of Greater Tarrant County
Contract Number:	HHS000841700005
Agency ID:	24821479
Contract Budget Period:	09/01/2023 - 08/31/2024
PEI Program:	Community Youth Development (CYD)

Cost Categories	Reimbursable
(1A) Personnel - Salaries	\$81,112.17
(1B) Personnel - Fringe Benefits	\$6,205.08
(2) Travel	\$0.00
(3) Supplies and Controlled Assets	\$0.00
(4) Capital Equipment (greater than \$5K)	\$0.00
(5) Other Costs	\$0.00
TOTAL	\$87,317.25

Certified By (Name):	Daphne Barlow Stigliano
Title:	CEO & President

Signature : *Daphne Barlow Stigliano*

Date : July 20, 2023

FY 2024 Budget

Subgrantee: **Boys & Girls Clubs of Greater Tarrant County**
 PEI Program: CYD

Total Budget: **\$87,317.25**
 Contract Budget Period: **9/01/2023 to 08/31/2024**

Budget Preparer: Jean Goodwin-Grisham
 Certifying Approver: Daphne Barlow Stigliano

Allocations				
Total Salary	# Employees	% Time Allocated to CYD Contract	Number of months on contract	Direct Service or Admin?
\$ 57,650.00	1.00	45%	12	Direct Service
\$ 44,720.00	1.00	45%	12	Direct Service
\$ 44,720.00	1.00	40%	12	Direct Service
\$ 16,125.00	1.00	40%	12	Direct Service
\$ 16,125.00	1.00	40%	12	Direct Service
\$ -	0.00	0%	0	
\$ -	0.00	0%	0	
\$ 195,465.00				

PERSONNEL - SALARIES	CYD Contract Budget	Methodology for Contract Budget Narrative
Branch Director (FTE)	\$ 25,942.50	Salary: \$4,804.17/month @ 45% CYD time x 12 months = \$25,942.50. Role Description: Recruitment and outreach, program facilitation, schedules, reports, supervisor, trainer, performance management and reviews, and compliance reviews. Responsible for CYD reports, events, and monthly desk reviews.
Youth Program Specialist (FT)	\$ 20,124.00	Hourly: \$21.50/hour - \$3,726.67/month @ 45% CYD time x 12 months = \$20,124.00. Role Description: Assist in planning, implementing, and organizing branch programs. Assists with CYD reports, events, and monthly desk reviews as needed.
Music & Youth Coordinator (FT)	\$ 17,888.00	Hourly: \$21.50/hour - \$3,726.67/month @ 40% CYD time x 12 months = \$17,888.00. Role Description: Assist in planning, implementing, and organizing the Music & Youth program.
Youth Development Specialist #1 (PT)	\$ 6,450.00	Hourly: \$15.00/hour - \$1,343.75/month @ 40% CYD time x 12 months = \$6,450.00. Role Description: Assist in planning, implementing, and organizing branch programs.
Youth Development Specialist #2 (PT)	\$ 6,450.00	Hourly: \$15.00/hour - \$1,343.75/month @ 40% CYD time x 12 months = \$6,450.00. Role Description: Assist in planning, implementing, and organizing branch programs.
Youth Development Specialist #3 (PT)	\$ 4,257.67	Hourly: \$15.00/hour - \$1,343.75/month @ 26.40% CYD time x 12 months = \$4,257.67. Role Description: Assist in planning, implementing, and organizing branch programs.
	-	
	-	
Total	\$ 81,112.17	

PERSONNEL - FRINGE	CYD Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	\$ 6,205.08	\$81,112.17 Total Salaries @ 7.65% FICA= \$6,205.08
State Unemployment Tax Act (SUTA)	-	
Retirement	-	
Insurance- Medical	-	
Insurance- Dental	-	
Insurance- Vision	-	

Insurance- Worker's Compensation	-	
Insurance- Unemployment	-	
Short-Term Disability	-	
Long-Term Disability	-	
Life Insurance	-	
Other Fringe	-	
Total	\$ 6,205.08	

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

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

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

OTHER COSTS	CYD Contract Budget	Methodology for Contract Budget Narrative
	-	
	-	
	-	
	-	
Total	\$ -	

TOTAL FY24 BUDGET	CYD Contract Budget
Total	\$ 87,317.25



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

Debarment:

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

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

Daphne Barlow Stigliano, CEO & President (Name)
Boys & Girls Clubs of Greater Tarrant County (Company)
3218 East Belknap Street (Address)
Fort Worth, Texas 76111 (Address)
L3SHRFHMZPY5 (Unique Entity ID)

PHONE 817-834-4711 -- FAX N/A
EMAIL daphne@bgcgtc.org

Daphne Barlow Stigliano

Signature

July 20, 2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Boys & Girls Clubs of Greater Tarrant County
 Fort Worth, TX United States

Certificate Number:
 2023-1048708

Date Filed:
 07/20/2023

Date Acknowledged:
 MJR 08/08/2023

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 None
 CYD Grant

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Daphne Barlow Stigliano, and my date of birth is 10/01/1975.

My address is 9852 Broiles Lane, Fort Worth, TX, 76244, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 20 day of July, 2023.
(month) (year)

Daphne Barlow Stigliano

 Signature of authorized agent of contracting business entity (Declarant)

Federal Award Information Form (Q-5)

1	Subrecipient Name	Boys & Girls Clubs of Greater Tarrant County
2	Subrecipient Unique Entity ID	L3SHRFHMZPY5
3	Federal Award Identification Number (FAIN)	2101TXFPSS
4	Federal Award Date	4/4/2023
5	Subaward Period of Performance Start and End Date	10/1/2022-9/30/2024
6	Amount of Federal Funds Obligated by This Action	\$525,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$87,317.25 The exact amount of federal funding will be determined by DFPS at the end of the fiscal year.
8	Federal Award Project Description, as required by FFATA	Promoting Safe and Stable Families
9	Name of Federal Awarding Agency	U.S. Department of Health and Human Services
10	Pass-Through Entity	DFPS/Tarrant County
11	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Fort Worth, TX 76196-0001
12	CFDA Number and Name	93.556/State
13	Identification if the Award is R&D	N/A
14	Indirect Cost Rate	N/A

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

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

FISCAL FUNDING ACKNOWLEDGMENT

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

LEGAL COMPLIANCE

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

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

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

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

Vendor Hereby Certifies (Mark Applicable Certification):

 X Vendor is EXEMPT from Certification as set out above.

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

CERTIFIED by:

Daphne Barlow Stigliano

Signature of Certifying Person

Daphne Barlow Stigliano

Printed Name of Certifying Person

CEO & President

Title of Certifying Person

Boys & Girls Clubs of Greater Tarrant County
Name of Vendor Company/Organization

July 20, 2023
Date Certified