

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 Big Brothers Big Sisters Lone Star ("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 Principals, 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 or 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 \$32,429.19.

- 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



Michael S. O'Teter
Chief Program Officer
Big Brothers Big Sisters Lone Star
450 East John Carpenter Freeway
Irving, Texas 75062

Tim O'Hare
County Judge

08022023 CYD

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: Big Brothers Big Sisters Lone Star

NAME OF PROGRAM(S): Big Brothers Big Sisters Evidence-Based One-to-One Mentoring

ZIP CODES/S: 76106, 76164, 76112, 76119

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	Jan Elias	Director of Grants and Administration	jelias@bbbstx.org	972-573-2427
FISCAL MANAGER	Jan Elias	Director of Grants and Administration	jelias@bbbstx.org	972-573-2427
EXECUTIVE DIRECTOR OR PRESIDENT	Michael S. O'Teter	Chief Program Officer	moteter@bbbstz.org	972-573-2367
SIGNATORY <i>*This individual is authorized to sign the contract.</i>	Michael S. O'Teter	Chief Program Officer	moteter@bbbstz.org	972-573-2367

PUBLIC CONTACT INFORMATION

MAIN AGENCY WEBSITE: <https://bbbstx.org>

AGENCY EMAIL ADDRESS:
info@bbbstx.org

PUBLIC PHONE:
888.887.BIGS (2447)

PUBLIC EMAIL CONTACT:
info@bbbstx.org

Main Agency Office Address: List office locations (address and phone number), identifying primary and any other offices.

Primary Office Address: 450 E. John Carpenter Freeway, Irving, TX 75062

Tarrant County Office: 205 W Main St, Arlington, TX 76010

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)
Mentoring	Community-Based Mentoring	Q1-Q4: 30 unduplicated	Q1-Q3: 20 unduplicated Q4: 15 unduplicated	Q1-Q4: 12 Months	Q1-Q4: 1-2 sessions per month x 12 months (between 12 and 24 sessions)	Q1-Q4: Various – up to mentor & youth scheduling availability	Q1-Q4: Various Community Locations	Phone and virtual mentoring conversations & guidance. Mentor & staff interaction with child. Staff will suggest community resources & activities for matches meeting virtually.
	School/Site-Based Mentoring			Q1-Q3: 9 Months Q4: N/A	Q1-Q3: 1-2 sessions per month x 9 months (between 9 and 18 sessions) Q4: N/A	Q1-Q3: Various – up to mentor & youth scheduling availability Q4: N/A	Q1-Q3: School or Big’s Workplace (BSW) Q4: N/A	Phone, video, email, and potentially drop by home visits
	Mentor2.0			Q1-Q3: 8 Months Q4: N/A	Q1-Q3: 1 virtual session weekly and 1 in-person session every 4-6 weeks (between 32 and 40 sessions) Q4: N/A	Q1-Q3: Various – up to mentor & youth scheduling availability Q4: N/A	Q1-Q3: Virtual and School/Site Q4: N/A	A secure messaging site has been created for matches by BBBS. Zoom and other electronic media may also be utilized.

* 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.

CYD PROJECT WORK PLAN

OUTPUTS	TARGET	OUTCOMES	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	30	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).	20	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)	15	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	20%
Youth Ages 10-17	80%

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: Provide Mentoring Program

Objective 1: Deliver mentoring programs utilizing the BBBS evidence-based mentoring model.

Objective 2: Provide one-to-one mentoring (one youth-to-one mentor), on a monthly basis, through face-to-face interactions. Virtual options will be utilized when face-to-face interactions are not possible.

Objective 3: Mentoring Program will recruit mentors and mentees to include application and screening.

Objective 4: Mentoring Program will incorporate clear program guidelines for mentoring process, recruitment/training of mentors, and management of the mentoring relationship to ensure client safety and positive outcomes.

Goal 2: Prevent negative behavior among at risk youth that lead to contact with the juvenile justice system.

Objective 1: 90% of youth, mentored for 6 months or more, will maintain or improvement in social competence.

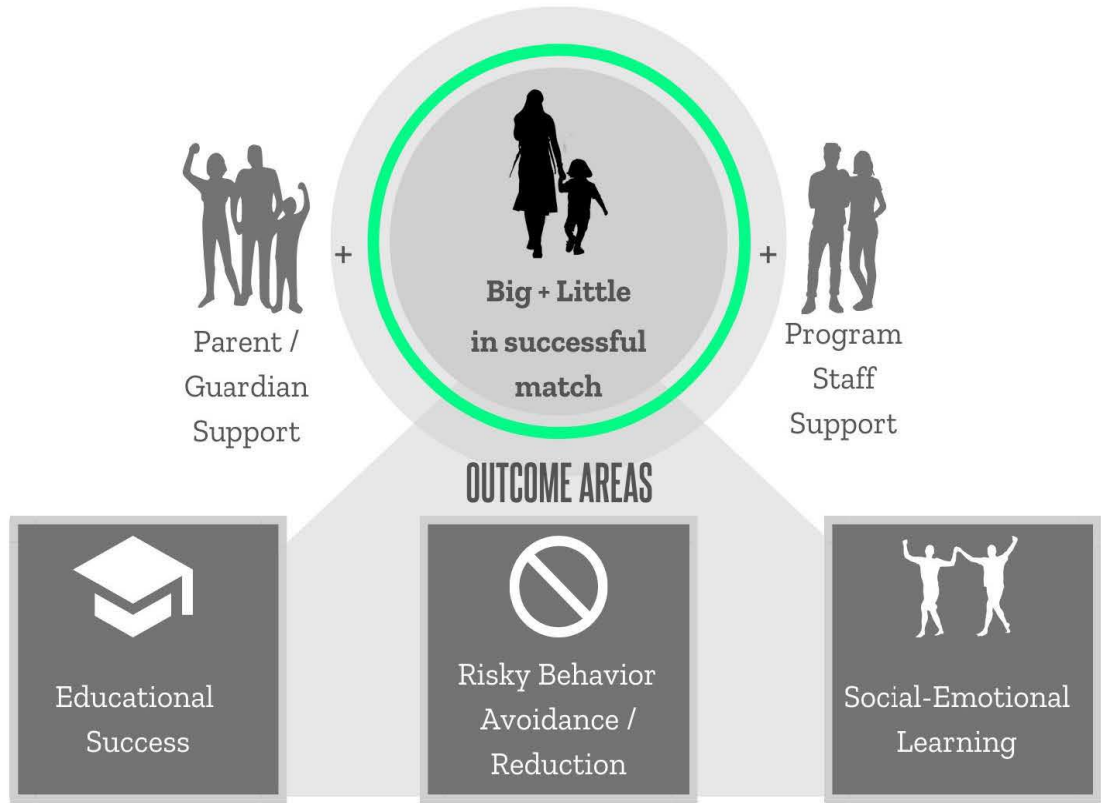
Objective 2: 90% of youth, mentored for 6 months or more, will maintain or improvement in attitudes toward risky behaviors.

Objective 3: 95% of youth, mentored 6 months or more, will promote to the next grade level.

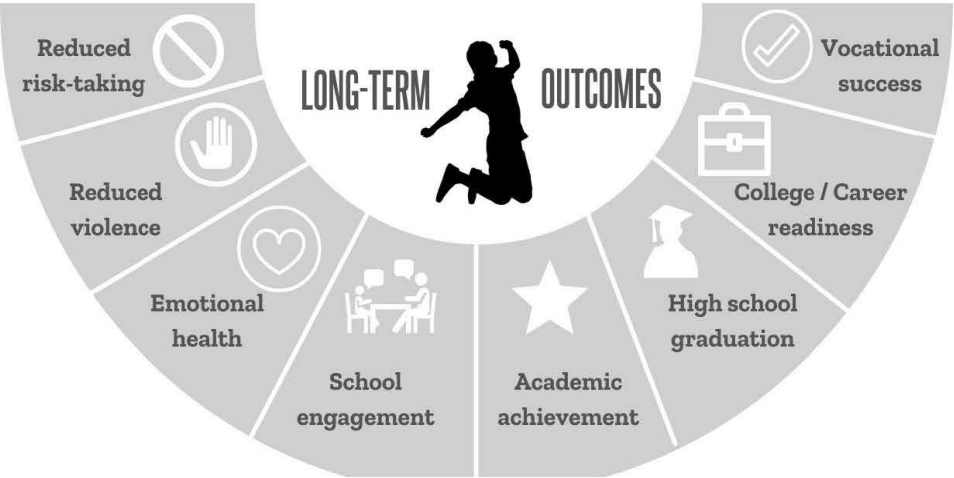
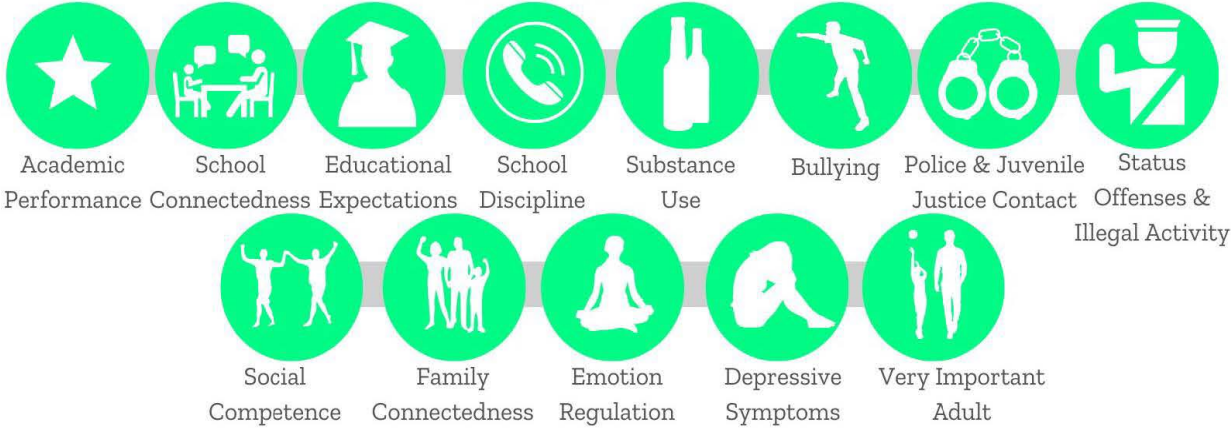
LOGIC MODEL

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.

See below.



YOUTH AND CHILD OUTCOMES SURVEY MEASURES



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.

REQUIRED PROGRAMMING (Add Sections as Necessary)**MENTORING**

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-Q3:Community-Based Sites:

Mentoring occurs at various locations in the community that are agreed upon match parties.

School/Site-Based Sites:

1. JT White Elementary School - 7300 John T White Road, Fort Worth, TX 76120
(This school borders the 76112 ZIP code and will serve some 76112 youth. We are involved in their FW Leadership Academy as an official provider.)
2. Daggett Middle School - 1108 Carlock Street, Fort Worth, TX 76110
(This school may potentially draw students from CYD ZIP codes.)

Mentor2.0 sites:

1. Young Women's Leadership Academy - 401 E 8th Street, Fort Worth, TX 76102
2. Young Men's Leadership Academy - 5100 Willie Street, Fort Worth, TX 76105
(These schools are magnet schools and potentially draw students from each of the four CYD ZIP codes.)

Q4:

All matches will continue to communicate and meet as appropriate to the match during summer months.

Community-Based Sites:

Mentoring occurs at various locations in the community that are agreed upon match parties.

School-Based Mentoring Site:

Some mentoring may occur on School-Based sites. There are some activities during Summer, such as ice cream social, school supply drive, BBBS activities, etc.

Describe the Mentoring services to be provided in detail, and Mentoring guidelines as outlined in Section 4.1.A of the RFA:

Big Brothers Big Sisters (BBBS) will provide Mentoring services to 76106, 76164, 76112, and 76119 youth.

Q1-Q4:

BBBS will recruit, screen, train, and then match volunteers with an appropriate youth from the targeted area. Then, BBBS will monitor, guide, and evaluate the relationship through monthly contact with all parties to the relationship: parent/guardian, mentor, and youth.

BBBS utilizes three primary mentoring programs to deliver its evidence-based model: Community-Based, School/Site-Based, and Mentor2.0.

Community-Based Mentoring: Mentor/mentee matches participate in outings and activities one to two times a month. Matches develop relationships that allow them to discuss obstacles the mentees face at home, in school, and in their social lives. Participants are free to select activities of their own choosing. These can include museums, meals, hikes, or movies – virtually anything which will contribute to a deep and enriching relationship. Additionally, BBBS sponsors regular group activities, like outings to sporting events, swim days and picnics, among others, which are an opportunity to meet and share experiences with other program participants. CYD funds will not be used to fund the sporting events or any other entertainment activities. These activities will be provided by donations or additional funding.

We continue to explore expanding our CB program in the CYD service area. Days/Times of Service: Various. Matches are asked to meet two times a month. Community-based mentoring will be provided at multiple locations within and around the 76106, 76164, 76112 and 76119 ZIP codes.

School/Site-Based Mentoring: Mentor/mentee matches participate in meetings one to two times a month during the school year at school (during an extended lunch or after school) or in another authorized site such as a corporate workplace (Beyond School Walls). Matches form life-changing relationships, and focus on academics/career and planning for the future. In Beyond School Walls, a company engages employees to mentor children from a designated school. These children are then transported to the company from school for the onsite mentoring program managed by BBBS staff. The mentor provides the child with fun activities, such as STEM projects, playing games, reading books, and most importantly, formative conversation in which the child can broach any problems he is having at school or home. Teachers and school counselors often consult with mentors to keep them abreast of academic progress, classroom behavior, and generally providing information which helps mentors address specific problems a child might be having.

We hope to establish a new Beyond School Walls program within the service area as we emerge from the pandemic.

Days/Times of Service: Various. Matches are asked to meet two times a month during the school year. School-based mentoring will be provided at school campuses located in the 76106, 76164, 76112 and 76119 ZIP codes or in neighboring ZIP codes that serve eligible youth.

Mentor2.0 Mentoring: Mentor/mentee matches participate in weekly communication through platform communication and meet in-person every four to six weeks. In-person meetings are held mostly on school campus or other sites approved by BBBS. Mentor2.0 is a curriculum-based program designed to help students graduate from high school prepared for the future – socially, academically, and professionally. Mentor2.0 leverages on-line communication through a safe, secure, monitored internet platform with in-person events to reach high school students through a technology-driven program that is more flexible on the mentor's and mentee's schedule.

Days/Times of Service: Various. Matches are asked to communicate through virtual platforms weekly. In-person meetings every four to six weeks will be provided at school campus or other sites approved by BBBS. The program will serve eligible youth in the 76106, 76164, 76112 and 76119 ZIP codes.

Please list any differences in how Mentoring services will be provided in Q1-Q3 vs. Q4, if any:

Community-Based Mentoring:

Mentoring will continue as described for Q1-Q3. It will be provided at multiple locations within and around the 76106, 76164, 76112, and 76119. Days/Times of service vary.

School-Based/Mentor2.0 Sites:

Some mentoring may occur on School-Based Sites. There are some activities planned during the summer (ice cream social and school supply drive, as well as BBBS activities).

What is the adult mentor to Youth mentee ratio: one-to-one

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 – Safety
 Boundaries & Expectations – Adult role models
 Boundaries & Expectations – High expectations
 Constructive Use of Time – Creative activities

Internal Assets:

Commitment to Learning – Achievement motivation
 Commitment to Learning – School engagement
 Positive Values – Caring
 Positive Values – Restraint
 Social Competencies – Interpersonal competence
 Positive Identity – Self-esteem
 Positive Identity – Positive view of personal future

Youth Population to be served:

☒ Males ☒ Females

☒ 6-9 years of age ☒ 10-17 years of age

Race/Ethnicity: All

Grades Targeted: 4th- 8th

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?

BBBS Lone Star will reach out to parents to build relationships with parents/caregivers. It will work to educate parents about the importance of being involved and it will make training available to parents/caregivers. Tools used for family engagement might include: parent/caregiver advisory groups; parent/caregiver, mentor, and youth match activities; training for parents/caregivers; and help providing resources for those in the most need by conducting activities such as a school supply drive or a holiday gift drive.

CYD PROJECT WORK PLAN

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

Family and Primary Caregiver Engagement events will include:

Quarter 1: Big Picnic – September 2023

Quarter 2: Teen Conference – February 2024

Quarter 3: Graduating Little Celebration – May 2024

Quarter 4: Back-to-School Rally – August 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

Curriculum Name	Program Component (to be used with)	Link to Website or Information	Notes/Comments
Big Brothers Big Sisters Evidence-Based Model	Mentoring	https://www.cebc4cw.org/program/big-brothers-big-sisters/detailed	Provides an overview of the program, goals, essential components and program delivery.

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.?

During the COVID 19 pandemic, Big Brothers Big Sisters worked effectively to adapt its programs and processes for virtual delivery to continue successfully. Child, parent and volunteer interviews are now able to be completed using online video technology (Zoom), and we have even perfected the formal introduction of new matches via Zoom. Likewise, we have developed ways for matches, with parent/guardian consent, to remain connected virtually during these times when in-person meetings have not been possible. Therefore, our matches can remain engaged and new children can continued to be enrolled and matched. These best practices will ensure our ability to effectively serve children should a shift to virtual programming be necessary at any time in the future.

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
Mentoring	9/2/2023	8/31/2024	Mentees/mentors
Mentoring activities	9/2/2023	8/31/2023	Mentees/mentors

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

Face-to-face interviews, introductions, mentoring, and match activities will be offered virtually for all mentoring programs *should social distancing or local restrictions be in effect*

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.

The BBBS Evidence-Based One-to-One Mentoring program is already operational and providing mentoring services to eligible youth. We will continue to work to add additional school partners within the four eligible ZIP codes.

There are no necessary startup activities. Staff positions are currently filled. This program has been funded by CYD for numerous years and the services are ongoing.

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).

We will continue to work with Mentor2.0 schools, Young Men's Leadership Academy (YMLA) and Young Women's Leadership Academy (YWLA), which both border CYD ZIP codes. YMLA borders 76119 and YWLA borders 76106. In addition, we have been serving youth at John T. White Elementary School, which borders 76112 and has children who spend significant time in that ZIP code, so we will continue to recruit and serve children in that school. Also, Daggett Middle School is a new partner school we are working to establish matches in for the fall. They border 76119, so will likely have children who will qualify for CYD based on spending significant time in that ZIP code.

We are meeting with The Boys and Girls Club of Tarrant County and are going to be working with them for child recruitment opportunities where we will focus on recruitment of children in the CYD eligible ZIP codes. The Boys and Girls Club of Tarrant County works with J.P. Elder Middle School in Fort Worth ISD, which is in 76164. Through the above mentioned partnership with Boys and Girls Club, we will also seek ways to recruit and serve children through this school.

One of our Board members from Lockheed Martin is working to invigorate our efforts for recruitment of mentors at Lockheed. At this point, we are not able to determine the degree of success we will have. We are hopeful we will again be able to partner with Lockheed as a part of the CYD program.

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.

BBBS operates a Mentor2.0 program at FWISD's Young Men's Leadership Academy, which serves predominantly young men of color including those from eligible CYD ZIP codes. More than 80% of the youth served by BBBS Lone Star are historically at-risk with the potential of being under represented. BBBS alleviates barriers to engagement and participation to maximize the potential of all youth.

Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.

All program locations are easily accessible to program participants. Activities are scheduled at a time that is mutually convenient for mentee and mentors or built into the school day so they are convenient for youth to participate.

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.

For Community-Based Mentoring, mentors provide transportation from the youth's home, where the parent is present, to locations within the community and returns youth safely home. For School/Site-Based Mentoring, mentoring occurs at school. For Mentor2.0, weekly communication is conducted virtually.

CYD PROJECT WORK PLAN

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>In being guided by a mentor, youth will develop the following DFPS protective factors: (1) Involvement with positive peer group activities and norms; (2) Social competencies such as decision making skills, assertiveness; and interpersonal skills; (3) Caring adults other than parent; (4) Emotional support and absence of severe criticism; (5) Involvement with school/community; (6) Friendship network; (7) Positive perception of self and others; (8) Places high values on helping others; and (9) Sense of purpose. With their mentor, youth will participate in meaningful activities, which will enable them to avoid gang, crime, violent or delinquent activities.</p> <p>BBBS provides youth facing adversity with strong and enduring, professionally supported one-to-one mentoring relationships that change their lives for the better, forever. BBBS youth are matched with a mentor in the community who often involve them in community leadership activities allowing them the opportunity to achieving higher aspirations and greater confidence.</p>
Describe any established community partners (including program sites, Youth referrals, special events, etc.).
Youth are recruited through partnership with FWISD schools. BBBS anticipates referrals from participating schools. Additional referrals are made by ministers, social service agencies, parent/caregivers, and youth who are interested in participating.
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.
Family eligibility is assessed at the time of inquiry into program services. At intake, BBBS assesses all issues a youth may be facing at school, home, with peers and other external factors that may impact his/her development. BBBS maintains professional staff who screen volunteer mentors. They prioritize youth safety into every decision, and practice and establish tested, proven, and outcome-based programming. Staff conduct reference checks and a criminal background check on potential mentors. Then, the volunteer is interviewed and assessed. A profile is developed which is used to match the volunteer with a youth. Objective factors such as geography, religion and past experience working with at-risk youth are evaluated, along with more subjective aspects such as personality. BBBS contacts parents, mentors, and schools to try to obtain the required annual data authorization forms for each program participant.
List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).
<p>Big Brothers Big Sisters 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>Big Brothers Big Sisters recently revised the Youth Outcomes Survey (YOS) and added a new Child Outcome Survey (COS). The Youth Outcome Survey (YOS) measure consists of 57 questions. The new complementary Child Outcomes Survey (COS) consists of 31 questions and allows us to collect baseline (pre-match) data on younger Littles and learn more about the progress made earlier in the match. BBBS staff collect, manage, and report survey and interview data through our shared match management system, MatchForce, to ensure compliance with the BBBS Standards of Practice and to achieve, track, and report outcomes for Littles served. It also allows BBBS to track and report key indicators, such as demographics of program participants, number of active matches, total children served, number of mentors, match length, and 12-month retention rates. Results of these research-based pre-/post-tests are scored electronically in Power BI.</p>

CYD PROJECT WORK PLAN

Administering the YOS:

- All children 11 year of age or older should complete the baseline YOS within 30 days of being matched. The best time to complete this would be at the Match introduction, before the Big arrives. For School-Based matches, the YOS will also be required at the end of school year. For Community-Based matches, it will be required at each anniversary.

Administering the COS:

- All children 10 year of age or younger should complete the baseline COS within 30 days of being matched. The best time to complete this would be at the Match introduction, before the Big arrives. For School-Based matches, the COS will also be required at the end of school year. For Community-Based matches, it will be required at each anniversary.

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.

BBBS retention rate is very good. Though matches are only asked for a one-year commitment, the average match length for a community-based match in Tarrant County is 31.3 months, and for school-based it is 25.3 months.

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.

BBBS partners with a variety of entities related to volunteer recruitment, youth referral, match activities, wraparound services, and funding. BBBS continually works with partners such as Lockheed Martin, Tarrant area city governments, Tarrant area ISDs, local business, universities, community colleges, social service providers, and donors for support, enhancement and resources.

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.

MatchForce (MF) is a secure data-base and performance management system of the BBBS agency. BBBS uses MF to track all data on volunteer and child applicants, matches, and match support. MatchForce also is a workflow management system used by staff to ensure that each step of enrollment and match support is followed. Match Support Specialist enters case notes and data that are reviewed by Program Managers.

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.

BBBS request matches to commit to one year of participation. However, youth receive benefits from mentoring occurring for shorter periods and longer periods of time depending on the youth's particular need. BBBS follows DFPS regulations for CYD reporting and case closure.

The match closure process is the opportunity to assess the reasons why a match is closing; match achievement/impact on the child; the recommendations for match parties with regard to possible rematch; and notification of match parties about the match closure. Reasons for closure must be investigated and documented. To protect the youth from harm, the Match Support Specialist helps the youth understand the change, validates his/her feelings, and focuses on positive experiences the child can take from the relationship.

Outline plans to sustain programming beyond the five-year Period of Performance.

BBBS is supported by contributions by foundations including the Sid W. Richardson Foundation, Amon Carter Foundation, and the Ryan Foundation. It also receives funding from corporations, such as Lockheed Martin, Alcon, Bell Helicopter, and BNSF. Individuals support BBBS through direct gifts and as a part of signature events like Big Taste of Fort Worth and the Fort Worth Clay Shoot. BBBS is the recipient of government grants from Texas Education Agency,

Texas Department of Family and Protective Services, Texas Veterans Commission, U.S. Office of Juvenile Justice and Delinquency Prevention, The City of Fort Worth, and Tarrant County. The vast majority of nonprofits will never be fully self-sustaining through earned income efforts; rather they will always be subsidized by non-earned sources, like philanthropy and government. However, BBBS is working to increase its ability to attract multi-year and unrestricted funding.

Are program offerings listed on 2-1-1 current?

☒ YES or ☐ NO

ORGANIZATIONAL COMPETENCE

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.

The BBBS model, from initial interviews to matching and beyond, is strategically designed and supported to suit each child's unique needs in culturally competent way. Critical success factors include: Developing strong partnerships; Strategic mentor recruiting and checking their background; Using a rigorous screening process to select mentors who are safe, reliable, culturally competent, compassionate, and able to commit to seeing their mentee regularly for at least a year; Providing high-quality training for mentors so that they are well equipped for success; Making "smart" matches to increase the likelihood of the mentor and mentee developing a close, healthy, supportive relationship; Providing professional support to mentors to help them be effective and resolve issues that arise; Expanding cultural sensitivity; and Sustaining match relationships over time to have the greatest impact.

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

Diversity, Equity, and Inclusion are inherent core values of Big Brothers Big Sisters. We believe that we maximize our impact and truly thrive as an organization when perspectives are diverse, our culture is inclusive, and our practices model the equity we want to see in the world.

We accomplish our mission by operating in a way which strives to incorporate and value all voices and perspectives, including those across our varied identities and lived experiences. We believe that building relationships between people from different parts of our community advances inclusion and equity.

The impact of our work lies in forging bonds between Bigs, Littles, and their families to promote understanding and learning. As a result, the fabric of our communities grows stronger – this is critical to our agency achieving its mission.

To advance our work in diversity, equity, and inclusion it is critical that we accept responsibility to actively work toward a more just and equitable society and that we learn from one another. This requires an openness to learn, a willingness to make mistakes, and embracing discomfort.

Using this approach, we are committed to actively engaging in ongoing learning, dialogue, and advocacy in diversity, equity, and inclusion. This involves continuous conversations and engagement with our staff, Board, Bigs, Families, other community partners, and like-minded nonprofits.

CYD PROJECT WORK PLAN

Our work involves bringing diverse people together to develop close, personal relationships in which all parties can recognize, appreciate, and celebrate differences. Through the experience within these relationships, we are building the social and emotional attributes and skills children need to thrive and reach their fullest potential. These outcomes happen through relationships, which cannot effectively develop unless close, personal bonds form where differences are respected and can be explored. Facilitating these conversations is a fundamental part of our role, with the goal of consistently growing the respect and understanding within the communities we serve.

We collaborate with and empower our stakeholders to promote diversity, equity, and inclusion for the long term. Prioritizing these efforts has a positive impact on all connected to our agency work.

In an effort to advance our goals for diversity, equity, and inclusion, we:

- Commit to ensuring, through a variety of practices and strategies, that we recruit and retain volunteers and staff members from diverse backgrounds.
- Work to create a culture that makes all feel welcome, valued, empowered, and engaged.
- Engage in continuous learning as a staff through a staff-created resource bank, all-staff learning agendas and active participation in workshops and conferences on diversity, equity, and inclusion.
- Develop policies, application materials, and resources to address diversity, equity, and inclusion in our organization, such as creating an anti-bullying policy and ensuring that all individuals know they are invited and welcome to participate as a mentee, mentor staff, or Board member.
- Seek input from committees with representation from all departments, levels of the agency and the community for ongoing engagement, learning and training, improving our practices, and identifying and proposing solutions to challenges that arise.
- Have a Board Governance Committee addresses strategies to stimulate diversity, equity, and inclusion of our Board of Directors.

PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

Statewide Youth Services Network (SYSN) and Tarrant County 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.

The CYD staffing structure is displayed in the chart below. At BBBS, the CEO must have, at least, a bachelor's degree from an accredited college or university. Staff members who are taking on roles in enrollment, matching, and/or match support ("professional program agency staff") must have a documented bachelor's degree, from an accredited college or university, in a field that is determined by the agency to be appropriate for the position(s) to support positive youth development. We actively seek to recruit and hire staff from diverse backgrounds and experience. Diversity, equity, and inclusion are inherent core values of Big Brothers Big Sisters. We believe that we maximize our impact and truly thrive as an organization when perspectives are diverse, our culture is inclusive, and our practices model the equity we want to see in the world.

Position Title	Basic Job Description	Position Supervised By
Match Support Specialist (FTE)	Direct service delivery to agency clients and volunteers	Match Support Coordinator

CYD PROJECT WORK PLAN

Match Coordinator (FTE)	Provides coordination and supervision for match support	Program Director
Recruitment Manager (FTE)	Recruits mentors and youth	Vice President of Advancement and Community Engagement – Tarrant Market
Volunteer Mentors (V)	One-to-one mentoring	Match Support Specialist
Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.		
The Big Brothers Big Sisters program matches adult volunteer mentors with an at-risk child, with the expectation that a caring and supportive relationship will develop. Mentors are selected, screened, and matched by BBBSA staff. Staff monitor the relationship and maintain contact with the mentor, child, and parent/guardian throughout the matched relationship. Ongoing case management by BBBSA staff provides supervision of the relationship, and can provide advice and guidance to the mentor, as well as support and encouragement.		
Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.		
Volunteers will serve as one-to-one mentors. Each relationship is supervised by Match Support Specialist trained to extract the utmost positive benefit from the relationship and maintain BBBS' exceptional safety standards. Each month, both parties to the relationship are contacted by the employee and interviewed as to the status of the relationship. Questions range from the specific to the open-ended, all designed to identify any problems in the relationship. Answers are documented along with the staff member's monthly report on the status of the match. Match Support Specialists are also a constant source of guidance to mentors, always available to answer any questions, address concerns, and provide any guidance that will result in a stronger relationship.		
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.		
Should the Match Support Specialist need to leave, another Match Support Specialist can take over the caseload either temporarily or permanently if they are well suited to the program. The Match Support Coordinator understands the duties of the Match Support Specialist for the CYD program. This Coordinator is able to train personnel in job performance needs. The agency also has multiple Coordinators and Program Directors who can step in to assist or train individuals for CYD positions when needed. Any vacated positions will be filled as quickly as possible so that there is no gap in service. Volunteer mentors are recruited on an ongoing basis.		
Describe your organization's policies and procedures for reviewing case files for quality and completeness.		
MatchForce (MF) is a secure data-base and performance management system of the BBBS agency. BBBS uses MF to track all data on volunteer and child applicants, matches, and match support. MatchForce also is a workflow management system used by staff to ensure that each step of enrollment and match support is followed. Match Support Specialist enters case notes and data that are reviewed by Program Managers.		
Describe your process for tracking all training for staff, and the position(s) responsible for tracking.		
All staff training is tracked by BBBS' Director of Training and Quality Assurance. All staff are required to report training from external sources and provide proof of attendance for training.		

CYD PROJECT WORK PLAN

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.

Training Type/Title	Staff Roles Receiving	Training Process	Timeframe
Type: New Employee Orientation Title: Agency Orientation/CYD Orientation	All New Hires	<input checked="" type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input checked="" type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	Upon Hire
Type: New Hire or Annual Orientation Title: CYD Orientation	All CYD Staff	<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	Upon Hire and Annually
Type: Diversity, equity, & inclusion (cultural humility) Title: JEDI Training/Cultural Humility	3 hour required annually for All Staff	<input checked="" type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input checked="" type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	Upon Hire
Type: Youth development Title:	9 hours required annual for all Program Staff	<input checked="" type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input checked="" type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	During the Grant year
Type: Volunteer Training Title: Pre-service training required. Includes cultural competency training requested per fiscal year. Ongoing training encouraged.	Volunteer Mentors	<input checked="" type="checkbox"/> In-person by program model <input checked="" type="checkbox"/> In-person consultant <input checked="" type="checkbox"/> By supervisor/staff <input checked="" type="checkbox"/> Webinar <input type="checkbox"/> Self-guided	During the Grant year

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.

Identifying local needs and resources helps BBBS understand how to improve its community in the most logical and efficient ways possible. Publications such as the Community Strengths and Needs Assessments published by Tarrant County CYD help BBBS to gain a deeper understanding of the community.

In addition, Big Brothers Big Sisters completes an internal self-evaluation each year. It uses internal quality and assurance data, and evaluation data to revise program strategies and plans to increase quality and ensure goal attainment. Evaluation data provides needed feedback to keep program implementation on track, identify key learning points to improve program design and management.

The Youth Outcomes Survey (YOS) and Child Outcomes Survey (COS) are the primary tools for measuring the outcomes of Big Brothers Big Sisters' mentoring programs. The shared data and information obtained by these surveys serve many purposes. YOS and COS data is commonly used to gain insight on agency youth's progress in specific outcome areas, compare agency results to national averages in order to identify areas for improvement. YOS and COS data is also used to inform how we serve our youth based on specific needs.

GRANT ADMINISTRATION

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

BBBS recognizes the importance of accountability to meet contractual deadlines, for how funds are used and the results achieved. The Director of Grants and Administration is responsible for billing and compliance on all grant awards. When a grant is awarded, a copy of the grant is provided to the Grant Administration department. Grant Administration staff notify key agency staff regarding contract requirements. Programmatic and fiscal compliance is monitored by the Director of Grants and Administration and staff. The grants administration department makes sure required fiscal and programmatic reports are completed by required dates.

Describe the quality assurance procedures you have in place.

BBBS embraces Continuous Quality Improvement (CQI) at all stages of our service delivery model to create a feedback loop that informs our program. CQI is evident in the six imperatives of strategic plan Vision 2x22: 1) achieve and measure positive and impactful results, 2) communicate local impact and outcomes, 3) embrace target groups to broaden community engagement, 4) attain sustainable funding through mutually beneficial partnerships, 5) expand and enhance service delivery, and 6) improve internal agency effectiveness.

The agency has a cross-functional CQI team that provides ongoing guidance on how the agency's work is aligned with the strategic plan Vision 2x22. Chief Program Officer leads the agency's CQI team and coordinates with the national office to implement researched-based evaluation tools and systems. This team includes: BBBS Lone Star's VP of Program, Director of Grants and Administration, Director of Outcomes, and Tarrant Market Senior VP of Program and Operations. Program Coordinators meet monthly with the VP of Program to ensure systems are working correctly and review any course correction needed.

Data and information are shared with staff throughout the organization including Match Support Specialists and all levels of frontline programmatic staff. The Tarrant-based cross-functional team includes staff at all levels including manager, coordinator, and specialist roles who review program metrics and outcomes with program leadership to ensure we are aligned with BBBSA's National Standards of Excellence. On an annual basis, we look at trends and make any adjustments to the following year as needed on agency goals, messaging, on recruitment, for example. Staff is required to complete a variety of professional development and cultural competency trainings throughout the year.

BBBS operationalizes CQI and Vision 2x22 through the Great Game of Business. The Great Game is an open-book management system that informs a continuous feedback loop to inform both quality and quantity metrics. Through weekly "huddles," The Great Game creates full line of sight to metrics critical to organizational success. Creating line of sight to the most important organizational metrics has increased BBBS' staff focus first on programmatic quality, and

secondly, securing the funding needed to meet and succeed fundraising goals to increase our sustainability and ensure we can continue this important work.

LOG OF ATTACHMENTS

Add additional rows as needed

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 Bonding to school Reading for pleasure
------------------------	--

CYD PROJECT WORK PLAN

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

Budget for Grant Contracts	
SUMMARY	
Grantee:	Tarrant County
Subgrantee:	Big Brothers Big Sisters Lone Star
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	\$32,429.19
(1B) Personnel - Fringe Benefits	\$0.00
(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	\$32,429.19

Certified By (Name):	Michael S. O'Teter, LMSW
Title:	Chief Program Officer

Signature : Michael S. O'Teter, LMSW

Date : July 20, 2023

PERSONNEL - FRINGE	CYD Contract Budget	Methodology for Contract Budget Narrative
Social Security (FICA)	-	Fringe is paid by BBBS, but not billed to CYD. FICA payment statements are included with the CYD monthly billings as backup, but expenses are not requested for reimbursement.
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	\$	

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	\$ 32,429.19	



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.

<u>Michael O'Teter, Chief Program Officer</u>	(Name)
<u>Big Brothers Big Sisters Lone Star</u>	(Company)
<u>450 East John Carpenter Freeway</u>	(Address)
<u>Irving, Texas 75062</u>	(Address)
<u>EQV9KNT5MMK6</u>	(Unique Entity ID)

PHONE 972-573-2367 -- FAX N/A
EMAIL moteter@bbbstx.org

Michael S. O'Teter, Chief Program Officer Signature 07/20/2023 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

Certificate Number:
2023-1049043

Date Filed:
07/20/2023

Date Acknowledged:
MJR 08/08/2023

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

Big Brothers Big Sisters Lone Star
Irving, TX United States

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

Tarrant County

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.

HHS000841700005/
Mentoring

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 Jan Elias, and my date of birth is 02/26/1959.

My address is 450 E. John Carpenter, Irving, TX, 75062, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Da/145 County, State of Texas, on the 20 day of July, 20 23.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Federal Award Information Form (Q-5)

1	Subrecipient Name	Big Brothers Big Sisters Lone Star
2	Subrecipient Unique Entity ID	EQV9KNT5MMK6
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	\$32,429.19 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

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 is EXEMPT from Certification as set out above.

CERTIFIED by:

Michael S. O'Teter, LMSW Printed Name of Certifying Person

Chief Program Officer _____ Title of Certifying Person

Name of Vendor Company/
Organization Big Brothers Big Sisters Lone Star Date Certified 07/20/2023