

**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 Girls Inc. of Tarrant County (“Service Provider”) agree to the following terms and conditions of this contract.

**3. SERVICE PROVIDER DUTIES**

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

#### 4. TERM

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

#### 5. GOVERNING LAW

5.1 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

5.2 In delivering services pursuant to this contract Service Provider must comply with applicable federal law and state law including the following:

A. Anti-Discrimination. Service Provider agrees to comply with state and federal anti-discrimination laws, including without limitation:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- 2) Section 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- 5) Title IX of Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- 6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.);
- 7) DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.

B. The Service Provider agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

C. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.

D. The Service Provider will comply with the Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Service Provider from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Service Providers to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Service Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Service Provider also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

E. Service Provider will comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that

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

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

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

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

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

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

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

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

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

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

## **6. INFORMATION SECURITY REQUIREMENTS**

The Service Provider must comply with the following:

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

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

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

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

## **9. ASSIGNMENTS**

Service Provider must:

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

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

**10. PAYMENT OF REIMBURSABLE COSTS**

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

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

The total amount reimbursable due under this contract during September 1, 2023 through August 31, 2024 will not exceed \$115,334.15.

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 (6<sup>th</sup>) 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/](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 75<sup>th</sup> 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

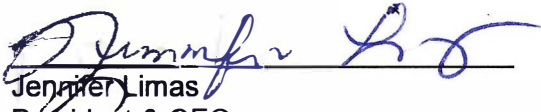
By signing this contract Service Provider must comply with the following documents which are incorporated into the contract for all purposes and are on file with the County:

- 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



Jennifer Limas  
President & CEO  
Girls Inc. of Tarrant County  
304 East Vickery Boulevard  
Fort Worth, Texas 76104

\_\_\_\_\_  
Tim O'Hare  
County Judge



APPROVED AS TO FORM:

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

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

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

## Attachment Q-1: PROJECT WORK PLAN

**COMMUNITY YOUTH DEVELOPMENT PROGRAM****PROJECT WORK PLAN**

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

**GRANTEE NAME:** Tarrant County

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

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

**FISCAL YEAR:** 2024

**SUBAWARDEE NAME:** Girls Inc. of Tarrant County

**NAME OF PROGRAM(S):** Girl Power and Youth Leadership Development

**ZIP CODES/S:** 76016, 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        |
|---|---------------------|---------------------|--|--------------|
| <b>PRIMARY CYD PROGRAM CONTACT</b>  | Suzana Delgado-Gray | COO                 | <a href="mailto:sdelgadogray@girlsinctarrant.org">sdelgadogray@girlsinctarrant.org</a> | 817-259-1050 |
| <b>FISCAL MANAGER</b>   | Marlene Sweda       | Director of Finance | <a href="mailto:msweda@girlsinctarrant.org">msweda@girlsinctarrant.org</a>             | 817-259-1050 |
| <b>EXECUTIVE DIRECTOR OR PRESIDENT</b>  | Jennifer Limas      | President & CEO     | <a href="mailto:jlimas@girlsinctarrant.org">jlimas@girlsinctarrant.org</a>             | 817-259-1050 |
| <b>SIGNATORY</b><br><i>*This individual is authorized to sign the contract.</i> | Jennifer Limas      | President & CEO     | <a href="mailto:jlimas@girlsinctarrant.org">jlimas@girlsinctarrant.org</a>             | 817-259-1050 |

**PUBLIC CONTACT INFORMATION**

**MAIN AGENCY WEBSITE:** [www.girlsinctarrant.org](http://www.girlsinctarrant.org)

**AGENCY EMAIL ADDRESS:**  
[jlimas@girlsinctarrant.org](mailto:jlimas@girlsinctarrant.org)

**PUBLIC PHONE:**  
817-259-1050

**PUBLIC EMAIL CONTACT:**  
[girlsinc@girlsinctarrant.org](mailto:girlsinc@girlsinctarrant.org)

**Main Agency Office Address:** List office locations (address and phone number), identifying primary and any other offices.  
304 E. Vickery Blvd., Fort Worth, TX 76104, 817-259-1050 (Primary)  
2820 Matlock Rd., Arlington, TX 76105, 817-468-0306

**CYD PROGRAM SUMMARY CHART**

| Program Component<br><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) |
|--|--------------|----------------------------|--|---|---|--|--|---------------------------------------|
| Youth Leadership Development (YLD)   | YLD          | Q1-Q4:<br>60 unduplicated  | Q1-Q3:<br>50 unduplicated<br>Q4:<br>41 unduplicated  | Q1-Q3: 4-month cohorts (fall & spring)<br>Q4: 3-month cohort (summer) | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: Weekly<br>4 sessions per month x 3 months = 12 | Q1-Q3: Tuesdays<br>4:00 p.m.-6:00 p.m.<br>Q4: TBD  | Q1-Q4: Artes de la Rosa Center for the Arts                      | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Bi-Weekly<br>2 sessions per month x 9 months = 18<br>Q4: N/A   | Q1-Q3: Wednesdays<br>Bi-Weekly<br>4:00 p.m.-5:30 p.m.<br>Q4: N/A                           | Q1-Q3: Diamond Hill Community Center<br>Q4: N/A                  | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Bi-Weekly<br>2 sessions per month x 9 months = 18<br>Q4: N/A   | Q1-Q3: Wednesdays<br>Bi-Weekly<br>4:00 p.m.-5:30 p.m.<br>Q4: N/A                           | Q1-Q3: North Tri-Ethnic Community Center<br>Q4: N/A              | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Thursdays<br>11:00 a.m.-2:00 p.m.<br>Multiple Class Periods<br>Q4: N/A              | Q1-Q3: Diamond Hill-Jarvis High School<br>Q4: N/A                | Zoom, if needed                       |
| Post High School Readiness (PHSR)  | Girl Power   | Q1-Q4:<br>270 unduplicated | Q1-Q3:<br>137 unduplicated<br>Q4:<br>40 unduplicated | Q1-Q3: 4-month cohorts (fall & spring)<br>Q4: N/A                     | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Tuesdays and Thursdays<br>11:00 a.m.-2:00 p.m.<br>Multiple Class Periods<br>Q4: N/A | Q1-Q3: Leadership Academy at Forest Oak Middle School<br>Q4: N/A | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Mondays<br>8:15 a.m.-4:00 p.m.<br>Multiple Class Periods<br>Q4: N/A                 | Q1-Q3: Eastern Hills High School<br>Q4: N/A                      | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Fridays<br>8:15 a.m.-2:55 p.m.<br>Multiple Class Periods<br>Q4: N/A                 | Q1-Q3: North Side High School<br>Q4: N/A                         | Zoom, if needed                       |
|  |              |                            |  |   | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Wednesdays<br>11:00 a.m.-2:00 p.m.<br>Multiple Class Periods<br>Q4: N/A             | Q1-Q3: JP Elder Middle School<br>Q4: N/A                         | Zoom, if needed                       |
| Post High School Readiness (PHSR) and Academic Support                                 |              |                            |  | Q4: 3-month cohort (summer)   | Q1-Q3: Weekly<br>4 sessions per month x 9 months = 36<br>Q4: N/A  | Q1-Q3: Mondays<br>3:20 p.m.-5:00 p.m.<br>Q4: N/A   | Q1-Q3: Manuel Jara Elementary<br>Q4: N/A                         | Zoom, if needed                       |
| Post High School Readiness (PHSR)  |              |                            |  |   | Q1-Q3: N/A<br>Q4: TBD   | Q1-Q3: N/A<br>Q4: TBD  | Q1-Q3: N/A<br>Q4: TBD  | Zoom, if needed                       |

\* 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 |
|---|--|---|--------|
| <b>OUTPUT 1:</b> Expected average number of Index Youth served annually.  | <b>330</b><br><i>YLD = 60</i><br><i>Girl Power = 270</i> | <b>OUTCOME 1:</b> 10-17-year-old Index Youths will not engage in delinquent behavior.   | 100%   |
| <b>OUTPUT 2:</b> Expected number of Index Youth served monthly during the school year (September – May).  | <b>187</b><br><i>YLD = 50</i><br><i>Girl Power = 137</i> | <b>OUTCOME 2:</b> Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge                   | 80%    |
| <b>OUTPUT 3:</b> Expected number of Index Youth served monthly during the summer (June-August)  | <b>81</b><br><i>YLD = 41</i><br><i>Girl Power = 40</i>   | <b>OUTCOME 3:</b> Index youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-program participation. | 75%    |
| <b>OUTPUT 4:</b> Index Youth will complete the PEI Program Experience Survey at Discharge   | 50%  |   |        |
| <b>OUTPUT 5:</b> 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    | 10%   |
| Youth Ages 10-17  | 90%   |

**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: Girl Power – Prevent girls’ involvement in juvenile delinquency by increasing self-protective factors.**

Objective 1: Serve 270 girls in the Girl Power Program.

Objective 2: Facilitate Friendly PEERsuasion (substance abuse prevention), Economic Literacy, Mind and Body, and College & Career Readiness Programs.

Objective 3: Provide positive adult mentors to work with girls on setting and achieving academic and personal goals.

**Goal 2: Provide Youth Leadership Development (YLD) Program**

Objective 1: Involve 60 youth in weekly YLD session that provide youth with the opportunity to build leadership skills and self-protective factors.

Objective 2: Conduct one community service project per quarter.

Objective 3: Provide a safe environment where youth can develop, deepen, and practice their leadership skills.

Objective 4: Offer youth structured, progressive activities and experiences that help them develop leadership skills.

**Goal 3: Parent Engagement: Engage parents/caregivers support to increase protective factors for youth**

Objective 1: Host Parent/Family Nights for youth and families to bond.

Objective 2: Provide parents/caregivers and youth with effective communication skills.

Objective 3: Encourage parents/caregivers to support youths’ educational goals.

**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.*

The outcome logic model below spells out the expected relationship between program implementation, participation, and results without requiring long-term participant follow-up and intrusive questions:

Inputs (program resources) > Activities (who, what, where, when, how many) > Outputs (extent of participation) >

Outcomes (expected results)

*See Attachment: Logic Model*

**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)**

**YOUTH LEADERSHIP DEVELOPMENT (YLD)**

**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:**

Artes De La Rosa Cultural Center for the Arts: 1440 N Main Street, Fort Worth, TX 76164  
Tuesdays: 4:00 p.m.-6:00 p.m.

Diamond Hill Community Center: 1701 NE 36th Street, Fort Worth, TX 76106  
Wednesdays (Bi-Weekly): 4:00 p.m.-5:30 p.m.

North Tri-Ethnic Community Center: 2950 Roosevelt Avenue, Fort Worth, TX 76106  
Wednesdays (Bi-Weekly): 4:00 p.m.-5:30 p.m.

**Q4:**

Artes De La Rosa Cultural Center for the Arts: 1440 N Main Street, Fort Worth, TX 76164  
Weekly - TBD

**Summarize the YLD program design and services to be provided in detail as outlined in Section 4.1.C of the RFA. Include Exhibit E: YLD Scope and Sequence and label as Attachment D-1 Scope and Sequence.**

Girls Inc. will provide YLD services to 76106, 76164, 76119, and 76112 youth.

**Q1-Q4:**

Youth Leadership Development (YLD) focuses on preparing youth to meet the challenges of adolescence through a series of structured, progressive activities and experiences that help them to develop leadership skills, such as conflict resolution, negotiation, communication skills, goal setting, teambuilding, positive self-esteem, and empowerment. The approach views youth as resources and builds on their strengths and capabilities to deliver within their own community and includes service-learning components. Youth will take part in weekly youth leadership classes. Community service-learning projects will be conducted at least once per quarter. The program is based on the Girls Inc. Leadership & Community Action Model.

Through YLD, youth build leadership skills and create lasting social change through community action projects. With support from their communities, youth celebrate the heritage of leaders and social change agents and realize their own power as community resources and trustees of the common good.

**Describe how the three YLD elements will be incorporated into your program design.**

**1. Leadership knowledge**

Youth learn, both formally and informally, from experienced community leaders in their communities to celebrate their heritage as leaders, develop and practice leadership skills, and construct community action projects.

**2. Leadership skill building**

Youth make decisions, take responsibility for, and initiate projects in collaboration with experienced community members.

**3. Leadership in action**

Youth discover their own leadership skills through hands-on activities, role playing, community exploration, culminating in the identification of issues of ongoing concern to the community and formulation of responses that entail persuasive communication and organizing for action.

|   |   |
|---|---|
| <p><b>Please list any differences in how the incorporation of YLD elements will differ in Q1-Q3 and Q4, if any:</b></p> <p>None.</p>  |   |
| <p><b>Describe the process for ensuring YLD program Participants will be provided opportunities to serve in leadership roles in the community:</b></p> <p><b>Q1-Q4:</b><br/>YLD participants will practice their leadership skills by working within their community performing quarterly service-learning projects.</p>  |   |
| <p><b>List the developmental assets addressed in this program component, see list of assets at the end of the PWP:</b></p> <p><b>Q1-Q4:</b></p> <p><u>External Assets:</u><br/>                 Support – Family support (Family &amp; Primary Caregiver Engagement)<br/>                 Support – Positive family communication (Family &amp; Primary Caregiver Engagement)<br/>                 Support – Other adult relationships<br/>                 Support – Parent involvement (Family &amp; Primary Caregiver Engagement)<br/>                 Empowerment – Community values Youth<br/>                 Empowerment – Service to others<br/>                 Boundaries &amp; Expectations – Adult role models<br/>                 Boundaries &amp; Expectations – High expectations<br/>                 Constructive Use of Time – Youth programs</p> <p><u>Internal Assets:</u><br/>                 Commitment to Learning – Achievement motivation<br/>                 Positive Values – Caring<br/>                 Positive Values – Equality and social justice<br/>                 Positive Values – Integrity<br/>                 Positive Values – Honesty<br/>                 Positive Values – Responsibility<br/>                 Positive Values – Restraint<br/>                 Social Competencies – Planning and decision-making<br/>                 Social Competencies – Interpersonal competence<br/>                 Social Competencies – Cultural competence<br/>                 Social Competencies – Resistance skills<br/>                 Social Competencies – Peaceful conflict resolution<br/>                 Positive Identity – Personal power<br/>                 Positive Identity – Self-esteem<br/>                 Positive Identity – Sense of purpose<br/>                 Positive Identity – Positive view of personal future</p> |   |
| <p><b>Youth Population to be served:</b></p>  |   |
| <p><input checked="" type="checkbox"/> Males    <input checked="" type="checkbox"/> Females</p>   | <p><input checked="" type="checkbox"/> 6-9 years of age    <input checked="" type="checkbox"/> 10-17 years of age</p> |
| <p><b>Race/Ethnicity:</b> All</p>   | <p><b>Grades Targeted:</b> 1<sup>st</sup>-12<sup>th</sup></p>   |

**POST HIGH SCHOOL READINESS (PSHR)****GIRL POWER****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:**

Diamond Hill-Jarvis High School: 1411 Maydell Street, Fort Worth, TX 76106

Thursdays: 11:00 a.m.-2:00 p.m. (multiple class periods)

Leadership Academy at Forest Oak Middle School: 3221 Pecos Street, Fort Worth, TX 76119

Tuesdays and Thursdays: 11:00 a.m.-2:00 p.m. (multiple class periods)

Eastern Hills High School: 5701 Shelton Street, Fort Worth, TX 76112

Mondays: 8:15 a.m.-4:00 p.m. (multiple class periods)

North Side High School: 2211 McKinley Avenue, Fort Worth, TX 76164

Fridays: 8:15 a.m.-2:55 p.m. (multiple class periods)

JP Elder Middle School: 709 NW 21st Street, Fort Worth, TX 76164

Wednesdays: 11:00 a.m.-2:00 p.m. (multiple class periods)

Manuel Jara Elementary: 2100 Lincoln Avenue, Fort Worth, TX 76164

Mondays: 3:20 p.m.-5:00 p.m.

**Q4:**

Northside Summer Location to be secured.

**Check all that apply:**

- Career exploration and workforce readiness     College readiness     Curriculum-Based Life Skills  
 Life Skills Non-Curriculum     Other: \_\_\_\_\_

**Describe the PSHR programming to be provided in detail as outlined in Section 4.1.D of the RFA:**

Girls Inc. will provide PHSR services to 76106, 76164, 76112, and 76119 youth. Manuel Jara Elementary after-school program will also receive academic support services.

**Q1-Q4:**

The Girl Power program supports crime prevention by providing safe places for girls to attend positive programs during crucial times when most teen-initiated crime occurs. This program addresses the gender-specific risk factors that make girls vulnerable to use and abuse illegal substances, participate in violent behavior and bullying, and engage in risky and sexual behaviors. Through Girl Power, girls and young women will be able to: improve their decision-making skills and to communicate refusal skills in an assertive manner, learn how to create positive bonds among peers, and work together to create positive solutions to potentially violent situations. Recognizing that girls face different issues as they progress to and from developmental stages, Girls Inc. will ensure all materials are specific to the needs of the girls, age-appropriate and sensitive to cultural and economic issues. After participating in this program, girls will be able to make positive choices and will be less likely to be truant and become involved in juvenile delinquent behavior.



**Curriculum-Based Life Skills:** Girl Power includes a variety of research-based and field-tested curriculum dealing with topics such as: anger management; violence prevention; drug, alcohol, and tobacco prevention; economic and career development; refusal skills; and assertiveness training. Girls will have weekly, bi-weekly, or monthly classes, where the following curricula will be used:

- **Girls Inc. Friendly PEERsuasion** builds girls' skills for resisting pressure to use harmful substances such as alcohol, tobacco, household chemicals, and other drugs. The two-part substance abuse prevention program teaches girls healthy ways to manage stress and confront peer, media, and other pressures.
- **Girls Inc. Mind and Body** gives a consistent set of messages and outcomes for addressing major health issues. The initiative also provides girls with a variety of tools and resources to guide them in addressing their health-related needs. It supports and promotes the whole health of girls using a philosophy which recognizes that many factors, including physical and mental wellness, contribute to girls' health. Consequently, the initiative focuses on four critical content areas: physical activity, body image, nutrition, and stress management.
- **Girls Inc. Economic Literacy** introduces girls to basic financial concepts, including money management and investment. The program explores how money affects us locally and globally as it fosters development of the skills needed to be financially self-sufficient.
- **Social-Emotional Learning/Mental Health Awareness** provides mental health check-ins, programming, activities, and mentor-type relationships. This program helps combat the academic regression and mental health issues kids are now facing due to the COVID pandemic. Our staff have been trained in SEL trainings to help recognize, target and improve unhealthy behaviors.

**Q1-Q3:**

**Academic Support:** During weekly classes at after-school locations (Manuel Jara Elementary), all girls will also receive Academic Support services through the Academic Achievement & Mentoring Program, which includes tutoring, college preparation, and scholarship assistance. This service will be provided before the Curriculum-Based Life Skills classes/activities during each session.

**Describe how PSHR programming will equip Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments:**

**Q1-Q4:**

Girls Inc. has a College and Career Readiness team that works with all Girl Power high school students. They will assess each group's needs, and develop a plan to meet those needs throughout the year. Girls Inc. works with primarily first-generation college students to apply for scholarships, financial aid, and college programs. They also prepare girls for the basics of student life on a college campus along with balancing work and school, which includes life skills workshops, social-emotional learning discussions, and career panels.

Since Girls Inc. works primarily with first-generation college students, during their senior year of high school, an in-depth college preparation program is available to girls that includes mentorship through the end of the participant's freshman year of college. During the summer before their first college semester, Girls will also be eligible for the annual Girls Inc. College Shower, where girls are partnered with a sponsor who donates college necessities (such as laptop, bicycle, dorm room bedding, towels, decorations, etc.).

**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<br>Support – Parent involvement (Family & Primary Caregiver Engagement)<br>Empowerment – Community values Youth<br>Boundaries & Expectations – Adult role models<br>Boundaries & Expectations – High expectations<br>Constructive Use of Time – Youth programs<br><br><u>Internal Assets:</u><br>Commitment to Learning – Achievement motivation<br>Positive Values – Caring<br>Positive Values – Equality and social justice<br>Positive Values – Integrity<br>Positive Values – Honesty<br>Positive Values – Responsibility<br>Positive Values – Restraint<br>Social Competencies – Planning and decision-making<br>Social Competencies – Interpersonal competence<br>Social Competencies – Cultural competence<br>Social Competencies – Resistance skills<br>Social Competencies – Peaceful conflict resolution<br>Positive Identity – Personal power<br>Positive Identity – Self-esteem<br>Positive Identity – Sense of purpose<br>Positive Identity – Positive view of personal future |   |
| <b>Youth Population to be served:</b>   |   |
| <input type="checkbox"/> Males <input checked="" type="checkbox"/> Females  | <input checked="" type="checkbox"/> 6-9 years of age <input checked="" type="checkbox"/> 10-17 years of age |
| <b>Race/Ethnicity:</b> All  | <b>Grades Targeted:</b> 1 <sup>st</sup> - 12 <sup>th</sup>  |

|   |  |
|---|--|
| <b>FAMILY AND PRIMARY CAREGIVER ENGAGEMENT</b>  |  |
| <i>Please outline your plan for how families and primary caregivers will be engaged in the CYD program.</i>   |  |
| What strategies will be used to demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD?   |  |
| Girls Inc. of Tarrant County staff are committed to building and maintaining meaningful relationships with families. Staff communicate and recruit families through phone calls, text messages, emails and in person start-of-semester events. Staff also actively communicate with community center coordinators and school staff to further attend and recruit at community events being hosted outside of the agency.  |  |
| Please detail the timeline for implementing your plan and strategies as described above.  |  |
| Staff will meet at the beginning of the school year to plan family nights and tentative dates for these events. The fall-semester event normally occurs between October and the start of November, and the spring-semester event normally occurs between Mid-April to the start of May. This timeline gives us approximately a month and a half to prepare for engaging with families and caregivers. In the leadup to the event, we discuss a theme for family night and a dinner to be served. We then begin a proposal by mid-September and have it turned in by the end of September to our supervisor. After approval, we begin shopping for supplies that do not expire or do not have to be in the fridge. |  |

## CYD PROJECT WORK PLAN

Quarter 1: Family Night – October or November  
 Quarter 2: Holiday Parties – December  
 Quarter 3: Family Night – April or May  
 Quarter 4: College Shower and Graduation Celebrations – July

### 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.

The Girls Inc. Experience is made up of a wide array of program that inspire girls to be strong, smart, and bold. The CYD programs focus on YLD (Leadership and Community Action) and Girl Power (Economic Literacy, Friendly PEERsuasion, and Media Literacy).

### CURRICULUMS

*Add additional rows as needed*

| Curriculum Name           | Program Component (to be used with) | Link to Website or Information  | Notes/Comments   |
|---------------------------|-------------------------------------|---|--|
| The Girls Inc. Experience | YLD and PHSR                        | <a href="https://girlsinc.org/girls-inc-experience-helps-girls-thrive/">https://girlsinc.org/girls-inc-experience-helps-girls-thrive/</a> | Leadership and Community Action, Economic Literacy, Friendly PEERsuasion, and Mind and Body Program. |

### 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.?

While Girls Inc. has returned to in-person CYD programming, we have the experience and capacity to engage youth and families virtually should the need become necessary again.

*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/<br>Stakeholders |
|---------------------|------------|----------|---------------------------|
|                     |            |          |                           |

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

Programming will be implemented via Zoom meeting with in-person pickups for needed materials, supplies, and food kits.

### 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 Girl Power and Youth Leadership staff and services are already in place, due to previous grant funding from Tarrant County Community Youth Development. Girls Inc. has a strong and trusted presence in the Northside, Diamond Hill, and East Fort Worth communities, so many of the girls and their parents/caregivers will continue with our program.

## CYD PROJECT WORK PLAN

|  |
|--|
| <p>Girls Inc. has strong relationships with the administrators at the schools, libraries, and community centers where we provide services, which will enable us to start up with students who are committed to our program. Locations, dates, times, and curricula are coordinated and the plan is ready to continue when the new grant begins.</p>  |
| <p>Family recruitment is provided through "Parent/Caregiver Nights," which provide them with an opportunity to learn about Girls Inc. and the services we offer, as well as continue to provide opportunities for engagement with their youth.</p>   |
| <p>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).</p>   |
| <p>Girls Inc. recruits youth through marketing in the community and schools. Youth are also referred by school counselors and school faculty, as well as community center leaders and staff. Youth in the program also recruit their friends and family to attend.</p>   |
| <p>Describe plans to alleviate barriers to engagement and participation. Outreach and retention plans should include consideration of community context such as Youth with the potential to be underrepresented in programming such as young men or Youth of color.</p>  |
| <p>Since almost all the youth we serve in the Northside program are Latino, and it is important to recognize cultural considerations when delivering programs. Our National Girls Inc. office has a Latina Initiative, through which they have developed Cultural Considerations for Girls Inc. programs. Cultural Considerations include engaging parents and families for support of their girls participating in Girls Inc. activities and language differences. Girls Inc. of Tarrant County has bilingual staff who serve as positive role models for the girls in the program and can also speak with Spanish-speaking parents/families. In addition, the YLD groups and staff will be involved in many of the cultural events of Fort Worth's Northside Community, such as the Cinco de Mayo Parade, Fall Festival, and Mexican Independence Day Celebration. Participation in the cultural events of Fort Worth's Northside community serves not only to provide outreach and awareness of the Girls Inc. program and recognizing the community's rich culture, but is also a strategy for engaging youth and their families. Girls participate by walking in the parade, providing festival activities, such as face painting and games, and reciting poetry at the Women's History Celebration. Parents attend to see and support their girls' participation. Parent nights are also held to engage families and promote positive communication between parents and their daughters.</p> |
| <p>Describe accessibility of programming to Youth. Applicant must offer programming at times and places that meet the needs of local Youth.</p>  |
| <p>Girls Inc. of Tarrant County provides programming on school campuses, community centers, and libraries within the target neighborhoods to improve accessibility.</p>  |
| <p>Describe how transportation needs will be met. Address any Youth transportation barriers or needs, and how you will coordinate or provide transportation of Youth to participate in CYD program activities.</p>   |
| <p>Transportation will be provided by parents, public transportation, and/or walking to nearby service locations. Staff will ensure that participants have a safe plan to access the program and return home. If not, program staff will offer alternative ideas and plans. This includes ensuring youth are leaving the program before dark. Transportation will be provided for special activities taking place outside the service area.</p>  |
| <p>Describe how the program will assist in reducing juvenile delinquency or crime, how it will positively develop and enhance the lives of youth and their families, and what impact the program will have on the community.</p>   |
| <p>Girls Inc. programs are totally focused on prevention, giving youth the tools to avoid involvement in substance abuse, violence, teen pregnancy, and other detrimental behaviors, and instead providing youth with positive activities, role models, and education to grow up to become independent adults.</p>   |
| <p>Describe any established community partners (including program sites, Youth referrals, special events, etc.).</p>   |
| <p>Established community partners include: All Saints Catholic School, Diamond Hill Public Library, Diamond Hill-Jarvis High School, Diamond Hill Community Center, Eastern Hills High School, Northside Community Center, North Side High</p>   |

## CYD PROJECT WORK PLAN

|   |
|---|
| <p>School, Northside Public Library, Northside Tri-Ethnic Community Center, Manual Jara Elementary, Rufino Mendoza Elementary, JP Elder Middle School, O.D. Wyatt High School, and PSP Professional Service, Artes de la Rosa, Community Centers, Libraries, Chamber of Commerce, and multiple business and corporate partners.</p>   |
| <p>Describe the procedures or processes for enrollment, including how a Youth's eligibility will be assessed. Include information on any screening and assessment instruments your program will use to determine eligibility, needs, and strengths. Include details on the completion of CYD forms and action plans. Include your process for obtaining a new CYD Data Authorization Form annually for each Participant. Include your process for completion of Developmental Assets Profile (DAP) pre-surveys for Youth ages 10-17 years old.</p>  |
| <p>Upon program entry or start of a new grant year, each client completes intake paperwork for Girls Inc. and CYD-required forms and surveys. Girls Inc. Program Coordinators assesses students' needs, providing mentoring services as well as information and referral to community resources to meet identified youth and family needs.</p>  |
| <p>List any additional assessment tools or surveys that will be utilized during programming (e.g. curriculum surveys, organizational surveys, etc.).</p>  |
| <p>Girls Inc. 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>Girl Power Program:<br/>The Economic Literacy Program, Friendly PEERsuation, and Mind and Body Program curriculums will be evaluated for effectiveness. Each participant will complete a pre- and post-test and satisfaction survey. Each survey will be analyzed to determine a raise in knowledge, change in attitudes, and ability to use the skills learned in each session. The data will be evaluated by the Data and Evaluations Manager and compared to other program groups to determine areas of improvement and success of the program. Upon completion of the evaluation, the Program Manager will offer recommendations on how to improve program quality in future programs. Pre and post-testing is developed and tested by Girls Inc. National with program curricula to accurately test the effectiveness of the program.</p> |
| <p>Outline retention plans. If incentives will be used to support retention, describe plans for incentives, including the types of incentives to be provided, the intervals in the program at which the incentives will they be given, and what added benefit the incentives provide to the client.</p>   |
| <p>Plans to retain youth in the program include:</p> <ul style="list-style-type: none"> <li>• Providing programs that meet youths' needs.</li> <li>• Providing programs in a safe and positive environment where youth feel comfortable taking ownership of the program and developing new relationships.</li> <li>• Creating a bond between the program staff and parents/guardians.</li> </ul> <p>To retain participants in the program, youth are contacted when they are absent from program sessions. Parents are contacted via phone when youth stop attending the program. Program staff review with the parents the services that have already been provided to their child, inquire about why they are not attending, and promote future events and programs that may meet their schedule needs. Home visits are also scheduled if needed.</p>   |
| <p>Describe how Youth are referred to other needed supports when a Participant would benefit from additional programming or supports or when program is at capacity. Include how referrals to other programs or providers are documented, tracked, and supported.</p>   |
| <p>Girls Inc. establishes partnerships with community-based partner organization through trainings, resources, referrals, and service collaboration to provide additional resources to participants when needs arise. Staff assess needs of youth to identify specific resources to refer a youth and/or family. Staff follow up with youth and the partner agency to align</p>   |

## CYD PROJECT WORK PLAN

services and/or confirm attendance. A partnership tracking system is created internally to track referrals and needs for further partnership development.

If our program were to reach capacity, our first option would be to accommodate group settings and times to serve all youth. We would find locations and resources to be able to serve as many youth as possible. If a setting was at capacity (and restricted due to COVID-19), we would offer online programming to youth and supply pickups, so that everyone could join safely from home.

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.

Files are maintained for each client, including all Girls Inc. required intake forms, CYD registration forms, field trip permission slips, programs in which clients participate, and case notes. Having several years of experience with CYD programming, completion of all CYD forms/surveys is a standard part of our program processes of intake, participation, and completion.

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.

Youth are encouraged to participate in the program as long as possible. If school semester cohorts end and school schedules no longer allow participation, youth are encouraged to attend community-based groups. The Program Coordinator closing the case ensures all closure surveys are completed and makes referrals to meet youth and family needs when they are identified.

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

Girls Inc. of Tarrant County has a diverse fundraising plan that consists of private and corporate grants, individual gifts, and fundraising events, in addition to government 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.

Since almost all of the youth we serve in the Northside program are Latino, and it is important to recognize cultural considerations when delivering programs. Our National Girls Inc. office has a Latina Initiative, through which they have developed Cultural Considerations for Girls Inc. programs. Cultural Considerations include engaging parents and families for support of their girls participating in Girls Inc. activities and language differences. Girls Inc. of Tarrant County has bilingual staff who serve as positive role models for the girls in the program and can also speak with Spanish-speaking parents/families. In addition, the YLD groups and staff will be involved in many of the cultural events of Fort Worth's Northside Community, such as the Cinco de Mayo Parade, Fall Festival, and Mexican Independence Day Celebration.

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

## CYD PROJECT WORK PLAN

At Girls Inc., employment is based upon one's capabilities and qualifications. It is the policy of Girls Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, sex, religion, national origin, citizenship, pregnancy, sexual orientation, gender identity, age, disability, genetic information, military status, and political belief, or any other protected characteristic as protected by law. Girls Inc. prohibits and will not tolerate any such discrimination or harassment by supervisors or employees. Girls Inc. will not tolerate harassment of our employees by anyone, including vendors.

Diversity and inclusiveness are defined as the acceptance, tolerance, honoring, and valuing of differences in culture, lifestyles, heritage, and knowledge. This includes all the similarities and differences that make us diverse internally, externally, or situationally and may include, but not be limited to: age, appearance, communication style, economic status, educational background, employer, gender identification, sexual orientation, geographic location, job type/title, language, race/ethnicity, learning style, management status, marital status, mental abilities, nationality, parental status, physical abilities, political affiliation, religion, seniority/tenure, sex/gender, veteran status, work experience, or work location.

Girls Inc. recognizes that it is essential for the organization to include the values of diversity and inclusiveness as part of our strategy to achieve our vision and mission. Our commitment to these values will be demonstrated through training of all our people, cultivation of these principles, and on-going periodic review of our progress in the following:

- Thought, decisions, strategies, and resources.
- Our people (which includes management, staff, volunteers, and funders) in a way that is reflective of the youth and communities that we serve.
- The delivery of our programs and other services.

It is only through the sustained and ongoing commitment and effort to this value that we can bring unique, creative, and vital people with varying differences and views to the organization.

### PROJECT STRUCTURE & STAFFING

PEI programs for which the organization is currently receiving funding:

CYD

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

President & Chief Executive Officer  
Director of Finance (CYD-paid)  
Chief Operating Officer  
Data & Evaluations Manager  
Vice President of Programs (CYD-paid)  
Program Manager (CYD-paid)  
Program Coordinator (CYD-paid)  
Program Coordinator

Staff will: have a background check, complete cultural competency training, and participate in ongoing resource community training to meet the biopsychosocial needs of our youth. We are also intentional that our staff speak Spanish (or the primary language pertaining to the community they are serving) and are open minded about learning about their clients' diverse backgrounds. Staff are creative and adapt lessons that adhere to important aspects of our clients' culture such as: music, idioms, customs, food, and dialect. Girls Inc. staff receive training on Youth Mental

CYD PROJECT WORK PLAN

| <p>Health First Aid and Trauma Informed Care from an equity lens in developing relationships. Staff are all degreed in social work or related field.</p>  |                       |   |                                |
|---|-----------------------|---|--------------------------------|
| <p>Describe supervision structure. Detail plans for administrative, clinical, and reflective supervision for staff.</p>   |                       |   |                                |
| <p>The Program Coordinators coordinate the recruitment and implementation of services provided to youth in the programs. They work with program partners to identify the youth and areas most in need. They track program results and complete all required reports with the assistance of the Data &amp; Evaluation Manager, who is responsible for tracking program data/outputs/outcomes in the agency's client database. Program planning and quality assurance is ensured by the Vice President of Programs and the Chief Operating Officer. The Chief Operating Officer will oversee the implementation of the programs and provide weekly training and guidance for Program Manager and Program Coordinators. The Vice President of Programs and the Chief Operating Officer will ensure that program goals are being achieved and that Girls Inc. is complying with the requirements of the CYD funding. The Program Manager, Program Coordinators, and social work interns are responsible for program delivery, mentoring students, contacting students and parents to keep families involved, and maintaining positive relationships with program partners. The Director of Finance is responsible for fiscal management, billings, and reporting of the programs.</p> |                       |   |                                |
| <p>Indicate whether volunteers or interns will be used. If so, please specify tasks or duties, minimum qualifications, trainings, and supervision structure.</p>  |                       |   |                                |
| <p>Volunteers are recruited, interviewed, and screened by the Vice President of Programs. Volunteer recruitment comes through agency presentations to community organizations and businesses by the Director of Development and other staff. Girls Inc. of Tarrant County adheres to identical procedures for screening staff when using volunteers in the Girl Power and YLD programs. This includes but is not limited to: application and interview process, criminal history check, references, and training.</p>   |                       |   |                                |
| <p>Describe plan for maintaining required activities during vacancies and staff transitions. Include tangible plans for program oversight; program delivery; recruitment and outreach; sustainment of relationships; and community and systems-level strategy.</p>  |                       |   |                                |
| <p>Hiring announcements are posted on various websites and on the agency bulletin board. The Chief People Officer is responsible for all hiring in cooperation with the program needs determined by the Chief Operating Officer.</p>  |                       |   |                                |
| <p>Describe your organization's policies and procedures for reviewing case files for quality and completeness.</p>  |                       |   |                                |
| <p>The Chief Operating Officer is responsible for establishing and maintaining effective internal controls in regard to programming and the Director of Finance maintains effective internal controls for fiscal management of grant contracts. The Chief Operating Officer is responsible for ensuring compliance with Federal and State statues, regulations, and terms &amp; conditions. The Program Manager is responsible for evaluating and monitoring compliance and taking prompt action on audit findings.</p>   |                       |   |                                |
| <p>Describe your process for tracking all training for staff, and the position(s) responsible for tracking.</p>   |                       |   |                                |
| <p>The Chief Operating Officer will oversee the implementation of the programs and provide weekly training and guidance for Program Manager and Program Coordinators. The Chief of People is a partner in tracking trainings and continuing education for all staff.</p>  |                       |   |                                |
| <p>List the training your staff will receive as part of your training plan. In addition to evidence-based training requirements (if applicable), list any specialized trainings you anticipate providing to staff (e.g. cultural humility, cultural competency, mental health first aid, etc.). Please add additional rows as needed. See Training Requirements in Section 3.4 of the RFA.</p>  |                       |   |                                |
| Training Type/Title   | Staff Roles Receiving | Training Process  | Timeframe                      |
| <p><b>Type:</b> New Employee Orientation</p> <p><b>Title:</b> Agency Orientation</p>  | <p>All Staff</p>      | <p><input checked="" type="checkbox"/> In-person by program model</p> <p><input type="checkbox"/> In-person consultant</p> <p><input checked="" type="checkbox"/> By supervisor/staff</p> | <p>Beginning of Employment</p> |



CYD PROJECT WORK PLAN

|  |                   |   |                        |
|--|-------------------|---|------------------------|
|  |                   | <input type="checkbox"/> Webinar<br><input type="checkbox"/> Self-guided  |                        |
| <b>Type:</b> New Employee Orientation<br><br><b>Title:</b> CYD Orientation                             | All CYD Staff     | <input type="checkbox"/> In-person by program model<br><input type="checkbox"/> In-person consultant<br><input type="checkbox"/> By supervisor/staff<br><input type="checkbox"/> Webinar<br><input type="checkbox"/> Self-guided<br><input checked="" type="checkbox"/> CYD Project Manager | Upon Hire and Annually |
| <b>Type:</b> Diversity, equity, & inclusion (cultural humility)<br><br><b>Title:</b> Cultural Humility | All CYD Staff     | <input checked="" type="checkbox"/> In-person by program model<br><input type="checkbox"/> In-person consultant<br><input checked="" type="checkbox"/> By supervisor/staff<br><input type="checkbox"/> Webinar<br><input type="checkbox"/> Self-guided                                      | Annually               |
| <b>Type:</b> Youth development<br><br><b>Title:</b> Training as relevant to position                   | All CYD Staff     | <input checked="" type="checkbox"/> In-person by program model<br><input type="checkbox"/> In-person consultant<br><input checked="" type="checkbox"/> By supervisor/staff<br><input type="checkbox"/> Webinar<br><input type="checkbox"/> Self-guided                                      | Ongoing                |
| <b>Type:</b> Youth Development<br><br><b>Title:</b> Mental Health First Aid                            | All Program Staff | <input type="checkbox"/> In-person by program model<br><input checked="" type="checkbox"/> In-person consultant<br><input type="checkbox"/> By supervisor/staff<br><input type="checkbox"/> Webinar<br><input type="checkbox"/> Self-guided   | Annually               |

**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.

Girls Inc. reviews our internal data to ensure that our programs are meeting the need of youth within our community.

**GRANT ADMINISTRATION**

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

Girls Inc. of Tarrant County has been a consistent and reliable grantee for the past 15 years in our work in the CYD Program. We will continue to provide timely reports, financials, and desk reviews.

Describe the quality assurance procedures you have in place.

The Director of Finance is responsible for fiscal management, billings, and reporting of the programs.

**LOG OF ATTACHMENTS**

*Add additional rows as needed*

| Name of attachment                              | Provided   | Notes: |
|---|--|--------|
| Attachment D-1: YLD Scope and Sequence          | <input checked="" type="checkbox"/> YES or <input 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<br>Positive family communication<br>Other adult relationships<br>Caring neighborhood<br>Caring school climate<br>Parent involvement |
| Empowerment               | Community values Youth<br>Youth as resources<br>Service to others<br>Safety  |
| Boundaries & Expectations | Family boundaries<br>School boundaries<br>Neighborhood boundaries<br>Adult role models<br>Positive peer influence<br>High expectations             |
| Constructive Use of Time  | Creative activities<br>Youth programs<br>Religious community<br>Time at home   |

**INTERNAL ASSETS**

|                        |  |
|------------------------|--|
| Commitment to Learning | Achievement motivation<br>School engagement<br>Homework<br>Bonding to school<br>Reading for pleasure |
| Positive Values        | Caring<br>Equality and social justice<br>Integrity<br>Honesty  |

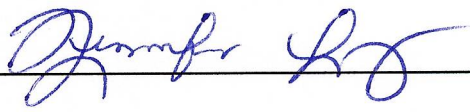
## CYD PROJECT WORK PLAN

|                     |  |
|---------------------|--|
|                     | Responsibility<br>Restraint  |
| Social Competencies | Planning and decision-making<br>Interpersonal competence<br>Cultural competence<br>Resistance skills<br>Peaceful conflict resolution |
| Positive Identity   | Personal power<br>Self-esteem<br>Sense of purpose<br>Positive view of personal future  |

| <b>Budget for Grant Contracts</b> |                                   |
|-----------------------------------|-----------------------------------|
| <b>SUMMARY</b>                    |                                   |
| <b>Grantee:</b>                   | Tarrant County                    |
| <b>Subgrantee:</b>                | Girls Inc. of Tarrant County      |
| <b>Contract Number:</b>           | HHS000841700005                   |
| <b>Agency ID:</b>                 | 24821479                          |
| <b>Contract Budget Period:</b>    | 09/01/2023 - 08/31/2024           |
| <b>PEI Program:</b>               | Community Youth Development (CYD) |

| Cost Categories                           | Reimbursable        |
|---|---------------------|
| (1A) Personnel - Salaries                 | \$115,334.15        |
| (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              |
| <b>TOTAL</b>                              | <b>\$115,334.15</b> |

|                             |                 |
|-----------------------------|-----------------|
| <b>Certified By (Name):</b> | Jennifer Limas  |
| <b>Title:</b>               | President & CEO |

Signature : 

Date : 7-20-23

# FY 2024 Budget

Subgrantee: **Girls Inc. of Tarrant County**  
 PEI Program: CYD

Total Budget: **\$115,334.15**

Contract Budget Period: **9/01/2023 to 08/31/2024**

Budget Preparer: **Marlene Sweda**

Certifying Approver: **Jennifer Limas**

| Allocations          |             |                                  |                              |                          |
|----------------------|-------------|----------------------------------|------------------------------|--------------------------|
| Total Salary         | # Employees | % Time Allocated to CYD Contract | Number of months on contract | Direct Service or Admin? |
| \$ 53,560.00         | 1.00        | 100%                             | 12                           | Direct Service           |
| \$ 41,200.00         | 1.00        | 100%                             | 12                           | Direct Service           |
| \$ 86,100.00         | 1.00        | 10%                              | 12                           | Admin                    |
| \$ 80,000.00         | 1.00        | 15%                              | 12                           | Direct Service           |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| \$ -                 | 0.00        | 0%                               | 0                            |                          |
| <b>\$ 260,860.00</b> |             |                                  |                              |                          |

| PERSONNEL - SALARIES      | CYD Contract Budget  | Methodology for Contract Budget Narrative   |
|---------------------------|----------------------|---|
| Program Manager (FTE)     | \$ 53,560.00         | Salary: \$4,463.33/month @ 100% CYD time x 12 months = \$53,560.00. Role Description: Responsible for program delivery, mentoring students, contacting students and parents to keep families involved, and maintain positive relationships with program partners.   |
| Program Coordinator (FTE) | \$ 41,200.00         | Salary: \$3,433.33/month @ 100% CYD time x 12 months = \$41,200.00. Role Description: Coordinate the recruitment and implementation of services provided to youth in the program. They work with program partners to identify the youth and areas most in need. They track program results and complete all required reports. |
| Director of Finance (FTE) | \$ 8,574.15          | Salary: \$7,175.00/month @ 9.96% CYD time x 12 months = \$8,574.15. Role Description: Fiscal management, billings, and reporting of the programs.   |
| VP of Programs (FTE)      | \$ 12,000.00         | Salary: \$6,666.67/month @ 15% CYD time x 12 months = \$12,000.00. Role Description: Program planning and quality assurance. Ensures program goals are being achieved, and program coplies with CYD requirements.   |
|                           | -                    |   |
|                           | -                    |   |
|                           | -                    |   |
|                           | -                    |   |
|                           | -                    |   |
| <b>Total</b>              | <b>\$ 115,334.15</b> |   |

| PERSONNEL - FRINGE                | CYD Contract Budget | Methodology for Contract Budget Narrative  |
|-----------------------------------|---------------------|--|
| Social Security (FICA)            | -                   | Fringe is paid by Girls Inc., 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                     | -         |          |
| <b>Total</b>                     | <b>\$</b> | <b>-</b> |

| <b>TRAVEL</b>                | <b>CYD Contract Budget</b> | <b>Methodology for Contract Budget Narrative</b> |
|------------------------------|----------------------------|--|
| Mileage                      | -                          |  |
| Airfare                      | -                          |  |
| Meals                        | -                          |  |
| Lodging                      | -                          |  |
| Miscellaneous Transportation | -                          |  |
| <b>Total</b>                 | <b>\$</b>                  | <b>-</b>   |

| <b>SUPPLIES and CONTROLLED ASSETS</b> | <b>CYD Contract Budget</b> | <b>Methodology for Contract Budget Narrative</b> |
|---------------------------------------|----------------------------|--|
|                                       | -                          |  |
|                                       | -                          |  |
|                                       | -                          |  |
|                                       | -                          |  |
| <b>Total</b>                          | <b>\$</b>                  | <b>-</b>   |

| <b>CAPITAL EQUIPMENT (greater than \$5K)</b> | <b>CYD Contract Budget</b> | <b>Methodology for Contract Budget Narrative</b> |
|--|----------------------------|--|
|  | -                          |  |
|  | -                          |  |
|  | -                          |  |
| <b>Total</b>                                 | <b>\$</b>                  | <b>-</b>   |

| <b>OTHER COSTS</b> | <b>CYD Contract Budget</b> | <b>Methodology for Contract Budget Narrative</b> |
|--------------------|----------------------------|--|
|                    | -                          |  |
|                    | -                          |  |
|                    | -                          |  |
|                    | -                          |  |
| <b>Total</b>       | <b>\$</b>                  | <b>-</b>   |

| <b>TOTAL FY24 BUDGET</b> | <b>CYD Contract Budget</b> |
|--------------------------|----------------------------|
| <b>Total</b>             | <b>\$ 115,334.15</b>       |



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

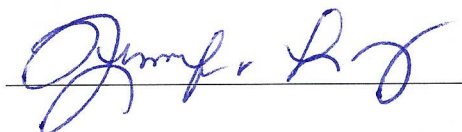
**Debarment:**

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.

Jennifer Limas, President & CEO \_\_\_\_\_ (Name)  
Girls Inc. of Tarrant County \_\_\_\_\_ (Company)  
304 East Vickery Boulevard \_\_\_\_\_ (Address)  
Fort Worth, Texas 76104 \_\_\_\_\_ (Address)  
J63GCNGXQWV3 \_\_\_\_\_ (Unique Entity ID)

PHONE 817-259-1050 -- FAX N/A  
EMAIL [jlimas@girlsinctarrant.org](mailto:jlimas@girlsinctarrant.org)

 \_\_\_\_\_ Signature 7-20-23 \_\_\_\_\_ Date





Federal Award Information Form (Q-5)

|    |   |   |
|----|---|---|
| 1  | Subrecipient Name   | Girls Inc. of Tarrant County  |
| 2  | Subrecipient Unique Entity ID                               | J63GCNGXQWV3  |
| 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 | \$115,334.15<br>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<br>100 E. Weatherford<br>Fort Worth, TX 76196-0001   |
| 12 | CFDA Number and Name  | 93.556/State  |
| 13 | Identification if the Award is R&D                          | N/A   |
| 14 | Indirect Cost Rate  | N/A   |

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

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

**FISCAL FUNDING ACKNOWLEDGMENT**

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

**LEGAL COMPLIANCE**

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

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

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

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

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

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

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

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

CERTIFIED by:

 Signature of Certifying Person

Jennifer Limas Printed Name of Certifying Person

CEO Title of Certifying Person

Girls Inc. of Tarrant County Name of Vendor Company/Organization

7-20-23 Date Certified