



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 11

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT RENEWAL
BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY
FOR THE PROVISION OF CHILD ADOLESCENT TRAINING IN
EVIDENCE-BASED PSYCHOTHERAPY PROGRAM SERVICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the FY 2025 contract renewal between Tarrant County and MHMR of Tarrant County (MHMRTC) for the provision of Child Adolescent Training in Evidence-Based Psychotherapy (CATIE) Program services to youth referred to Tarrant County Juvenile Services (TCJS)

BACKGROUND

The REACH Institute developed the CATIE Program which focuses on the use of Cognitive Behavior Therapy (CBT). REACH offers four (4) CATIE treatment modules, each focusing on the use of CBT to treat common pediatric mental health conditions: anxiety, depression, disruptive behaviors, and post-traumatic stress. Each of the four (4) treatment modules consists of an eight (8) to twelve (12) session intervention that is easily adaptable to various clinical situations. The interventions emphasize coping strategies, problem-solving, parenting, family communication, cognitive restructuring, and more.

On September 5, 2023, the Commissioners Court, through Court Order #141625, approved a contract renewal with MHMRTC to provide CATIE program services to youth and families referred to TCJS. Through this contract, trained clinicians provide intervention sessions based on the above four (4) treatment modules, provide assessments and assist probation officers with supervising youth and families referred to TCJS.

With approval, the services mentioned above will continue to be provided for the contract term of September 1, 2024 through August 31, 2025. The contracted amount for FY 2024 is not to exceed \$458,660.00.

This contract renewal has been approved as to form by the Criminal District Attorney's Office and the Tarrant County Juvenile Board at the July 17, 2024, board meeting.

FISCAL IMPACT

Funding in the amount of \$458,660.00 is available through Texas Juvenile Justice Department State Aid in Grant-2004 / P0021-2025 Community Based Programs Mental Health / 2610530000 Juvenile Services Family Partnerships / 569011 Professional Services.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Bennie Medlin

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CO# 143999



COMMISSIONERS COURT
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PAGE 1 OF 11

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SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Bennie Medlin



Instead those part
STATE OF TEXAS

COUNTY OF TARRANT

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**JUVENILE SERVICES CONTRACT
WITH MHMRTC
FOR REACH (CATIE) SERVICES**

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and MHMR of Tarrant County (MHMRTC), hereinafter referred to as ("PROVIDER"), for the provision of Child Adolescent Training in Evidence-Based Psychotherapy Program (CATIE). The Commissioners Court finds that this Contract serves a public purpose by providing psychotherapy training programs for youth with mental health behavioral and emotional disorders whom are under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TJCS").

CONTRACT FOR SERVICES

Instead those part
1 SCOPE OF SERVICE

PROVIDER agrees to perform the following:

- 1.1 PROVIDER will supply trained mental health specialist to support the services offered in the non-Special Needs Diversionary Program (SNDP) portion of the Family Partnership Program (FPP) and four (4) field teams. Particular emphasis will be placed on use of the REACH Institute Child Adolescent Training curriculum in Evidence-Based Psychotherapy Program (CATIE) by mental health specialist assigned to serve this program. One of the mental health specialist will be additionally trained as a Continuity of Care Coordinator (COC) to provide assessment and support services to traditional field teams, the juvenile offender unit and FPP non-SNDP unit caseloads:
 - 1.1.1 CATIE services for up to 60 youth and families;
 - 1.1.2 Identify, train and provide clinical support for four (4) mental health specialist trained on the REACH model;
 - 1.1.3 Provide clinical support for one (1) mental health specialist providing Continuity of Care services who will also be trained on the REACH model;
 - 1.1.4 Provide assessment services and request prior mental health hospitalization records for clients referred for mental health services;
 - 1.1.5 Provide assistance in identifying mental health resources and services to referred clients and clients on the waiting list for FPP services;
 - 1.1.6 Provide CBT based skills training sessions to clients/families 2 - 4 times a week, in accordance with the case plan;
 - 1.1.7 Provide CBT based skills training to client and families in a suitable environment and as identified in the case plan;
 - 1.1.8 Assigned mental health specialist or designee shall provide on-call assistance 24 hours a day, 7 days a week;
 - 1.1.9 Assist and coordinate mental health hospitalization and respite care for clients;
 - 1.1.10 Provide oversight of medication management appointments for clients enrolled;
 - 1.1.11 Coordinate transportation for clients through Medicaid when appropriate;
 - 1.1.12 Participate in the development of case plans and case plan updates every 30-days including making a joint monthly visit to the family with assigned juvenile probation officer;
 - 1.1.13 Maintain weekly communication with the assigned juvenile probation officer to discuss client progress;

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September 1, 2024 – August 31, 2025**

- 1.1.14 Provide outreach services via the Continuity of Care Coordinator via one of the trained mental health specialist;
- 1.1.15 Evaluate the need for outreach services via the Continuity of Care Coordinator within the first 10-days of enrollment by staffing the case with the assigned mental health specialist and the assigned probation officer;
- 1.1.16 Ensure services provided are culturally and linguistically appropriate;
- 1.1.17 Consult jointly via the MHMR and JPD supervisory team with the SNDP core team members serving the SNDP caseload about the transfer of clients for more intense services and for step-down services;
- 1.1.18 Participate in administrative hearings , resource staffing's, and case consultations as requested.
- 1.1.19 Participate in agency staffing, agency trainings, unit meetings and resource fairs as needed about services being provided;
- 1.1.20 Provide written summary of client progress to the assigned Juvenile Probation Officer 3 days before a scheduled adjudication or motion to modify hearing;
- 1.1.21 Provide coverage for caseloads during mental health specialist absence;
- 1.1.22 Notify COUNTY electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;
- 1.1.23 Notify COUNTY electronically within 72 hours of the end service date and reason for discharge and receive the discharge.
- 1.1.24 Provide discharge summary to include community linkage for continued mental health services within five (5) business days following the client's last date of services;
- 1.1.25 Participate in planning sessions regarding the further development of the non-SNDP services using the REACH model; and
- 1.1.26 Provide documentation as required for agency research and evaluation purposes.
- 1.1.27 Provide services to English and Spanish speaking youth and families, including but not limited to assessments, therapeutic facilitation, crisis intervention, medication management appointment facilitation, community resource connection and outreach, and related services required to meet the youth and family's needs.
- 1.1.28 Provide modified services to meet the needs of youth enrolled in programming with intellectual and developmental disabilities. Curriculum and therapeutic interventions should be adapted to meet the youth's level of understanding and to support the youth's and family's ability to actively participate in programming.
- 1.1.29 Provide services that are trauma-informed and trauma-responsive to support the development of trusting relationships in an environment of safety, empowerment, and healing.

2 TERM

This Contract begins on September 1, 2024 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
 - 3.2.1 Provide increased access to youth identified with a mental health/behavioral health need; and

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3.2.2 Decrease the risk of youthful re-offending through interventions which strengthens coping and communication skills in the family support system for youth with a mental/behavioral health diagnosis and placed on a specialized caseload.

3.3 COUNTY shall evaluate the REACH (CATIE) Services according to the following short term measures:

3.3.1 Trained REACH Mental Health Specialist are maintained 90% of Contract period;

3.3.2 Trained REACH Mental Health Specialist maintain a contact rate of 95% of expected contacts providing CBT based skills training sessions to clients/families in accordance with the case plan;

3.3.3 60% of youth enrolled in the program will complete the program;

3.3.4 85% of youth enrolled in the program will not be placed outside the home by the juvenile court within 6 months from program completion.

3.4 The average number of days to engagement will not exceed 21 days. COUNTY shall evaluate the program using the following long term outcome measures for traditional mentoring:

3.4.1 One year re-arrest rate shall not exceed 40%; and

3.4.2 Two year re-arrest rate shall improve by 15% over the established FY2016 cohort.

4 COST

4.1 The COUNTY will pay no more than **\$458,660** pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions provided that the funds charged in accordance to Amendment No. 1 to the Reach (CATIE) services executed on September 3, 2019 by County Commissioners Court Order No. 131021 are specifically excluded from this agreement:

4.1.1 PROVIDER will submit an invoice by the 10th day from the last day of the month for which payment is requested;

4.1.2 Invoice will list names of youth and families who participated in services, name of staff providing service, service date, # of service hours provided for each service event, the type of services provided to include in-home or community CBT based skills training, and the # of positions filled;

4.1.3 PROVIDER will be paid in monthly increments of \$37,555.00;

4.1.4 PROVIDER will pro-rate monthly invoice for any vacant positions during the month;

4.1.5 Meeting/Conference/Training @ \$5,000 and Flex Funds @ \$3,000 (pre-approval required):

4.1.5.1 Total costs that require pre-approval: \$8,000 - Paid upon receipt of an invoice that specifies the purpose of the expense; the topic, trainer/facilitator, and participants in the meeting/conference/training; how the funds were utilized to support the specified activity; any client for whom the expenses may be related; and any other relevant information concerning the specific expense.

4.2 PROVIDER will send an invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

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5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following;

7.2 Local law enforcement agency (such as the Tarrant County Sheriff's Office);

7.3 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within twenty-four (24) hours of said call;

7.4 Tarrant County Juvenile Services (also referred to as "TCJS") to facsimile number 817-838-4646;

7.5 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court; and

7.6 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

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- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
- 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
- 12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
- 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
- 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER 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. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered, upon giving notice to the PROVIDER.

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September 1, 2024 – August 31, 2025**

16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days;

18.1.4 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 PARTIES ADDRESSES

COUNTY

TIM O'HARE
COUNTY JUDGE
100 EAST WEATHERFORD STREET
FORT WORTH, TX 76196

PROVIDER

MHMR OF TARRANT COUNTY
MS. SUSAN GARNETT
3840 HULEN STREET, NORTH TOWER
FORT WORTH, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation

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September 1, 2024 – August 31, 2025

by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**).
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

**REACH INSTITUTE – (CATIE) – MHMRTC
September 1, 2024 – August 31, 2025**

29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

The MHMR of Tarrant County acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

REACH INSTITUTE – (CATIE) – MHMRTC
September 1, 2024 – August 31, 2025

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

APPROVED on this the 15th day of October, 2024, by Commissioners Court Order Number 143997

TARRANT COUNTY
STATE OF TEXAS

MHMR of Tarrant County

Bennie Medlin 7/18/24
Date
Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

DocuSigned by:
Susan Garnett 7/12/2024
Date
Ms. Susan Garnett
Chief Executive Officer
3840 Hulen Street, Fort Worth, TX 76107

APPROVED -
Jesus E. Nevarez, Jr. 7/17/2024
Date
Jesus E. Nevarez, Jr.
Juvenile Board Chairman
200 E. Weatherford, Fort Worth, TX 76196

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$458,660:**

**Grant-2004/P0021-2025/2610530000/
569011**

COUNTY OF TARRANT
STATE OF TEXAS

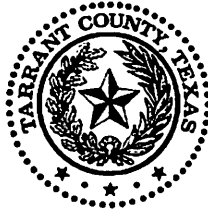
APPROVED -

CERTIFICATION OF AVAILABLE FUNDS: \$ 458,660.00

James Marvin Nichols
Criminal District Attorney's Office*

Kimberly M. Buchanan
Tarrant County Auditor

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



STATE OF TEXAS
COUNTY OF TARRANT

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JUVENILE SERVICES CONTRACT
WITH MHMRTC
FOR REACH (CATIE) SERVICES

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and MHMR of Tarrant County (MHMRTC), hereinafter referred to as ("PROVIDER"), for the provision of Child Adolescent Training in Evidence-Based Psychotherapy Program (CATIE). The Commissioners Court finds that this Contract serves a public purpose by providing psychotherapy training programs for youth with mental health behavioral and emotional disorders whom are under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TJCS").

CONTRACT FOR SERVICES

1 SCOPE OF SERVICE

PROVIDER agrees to perform the following:

- 1.1 PROVIDER will supply trained mental health specialist to support the services offered in the non-Special Needs Diversionary Program (SNDP) portion of the Family Partnership Program (FPP) and four (4) field teams. Particular emphasis will be placed on use of the REACH Institute Child Adolescent Training curriculum in Evidence-Based Psychotherapy Program (CATIE) by mental health specialist assigned to serve this program. One of the mental health specialist will be additionally trained as a Continuity of Care Coordinator (COC) to provide assessment and support services to traditional field teams, the juvenile offender unit and FPP non-SNDP unit caseloads:
 - 1.1.1 CATIE services for up to 60 youth and families;
 - 1.1.2 Identify, train and provide clinical support for four (4) mental health specialist trained on the REACH model;
 - 1.1.3 Provide clinical support for one (1) mental health specialist providing Continuity of Care services who will also be trained on the REACH model;
 - 1.1.4 Provide assessment services and request prior mental health hospitalization records for clients referred for mental health services;
 - 1.1.5 Provide assistance in identifying mental health resources and services to referred clients and clients on the waiting list for FPP services;
 - 1.1.6 Provide CBT based skills training sessions to clients/families 2 - 4 times a week, in accordance with the case plan;
 - 1.1.7 Provide CBT based skills training to client and families in a suitable environment and as identified in the case plan;
 - 1.1.8 Assigned mental health specialist or designee shall provide on-call assistance 24 hours a day, 7 days a week;
 - 1.1.9 Assist and coordinate mental health hospitalization and respite care for clients;
 - 1.1.10 Provide oversight of medication management appointments for clients enrolled;
 - 1.1.11 Coordinate transportation for clients through Medicaid when appropriate;
 - 1.1.12 Participate in the development of case plans and case plan updates every 30-days including making a joint monthly visit to the family with assigned juvenile probation officer;
 - 1.1.13 Maintain weekly communication with the assigned juvenile probation officer to discuss client progress;

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- 1.1.14 Provide outreach services via the Continuity of Care Coordinator via one of the trained mental health specialist;
- 1.1.15 Evaluate the need for outreach services via the Continuity of Care Coordinator within the first 10-days of enrollment by staffing the case with the assigned mental health specialist and the assigned probation officer;
- 1.1.16 Ensure services provided are culturally and linguistically appropriate;
- 1.1.17 Consult jointly via the MHMR and JPD supervisory team with the SNDP core team members serving the SNDP caseload about the transfer of clients for more intense services and for step-down services;
- 1.1.18 Participate in administrative hearings , resource staffing's, and case consultations as requested.
- 1.1.19 Participate in agency staffing, agency trainings, unit meetings and resource fairs as needed about services being provided;
- 1.1.20 Provide written summary of client progress to the assigned Juvenile Probation Officer 3 days before a scheduled adjudication or motion to modify hearing;
- 1.1.21 Provide coverage for caseloads during mental health specialist absence;
- 1.1.22 Notify COUNTY electronically within 72 hours of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;
- 1.1.23 Notify COUNTY electronically within 72 hours of the end service date and reason for discharge and receive the discharge.
- 1.1.24 Provide discharge summary to include community linkage for continued mental health services within five (5) business days following the client's last date of services;
- 1.1.25 Participate in planning sessions regarding the further development of the non-SNDP services using the REACH model; and
- 1.1.26 Provide documentation as required for agency research and evaluation purposes.
- 1.1.27 Provide services to English and Spanish speaking youth and families, including but not limited to assessments, therapeutic facilitation, crisis intervention, medication management appointment facilitation, community resource connection and outreach, and related services required to meet the youth and family's needs.
- 1.1.28 Provide modified services to meet the needs of youth enrolled in programming with intellectual and developmental disabilities. Curriculum and therapeutic interventions should be adapted to meet the youth's level of understanding and to support the youth's and family's ability to actively participate in programming.
- 1.1.29 Provide services that are trauma-informed and trauma-responsive to support the development of trusting relationships in an environment of safety, empowerment, and healing.

2 TERM

This Contract begins on September 1, 2024 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, after consultation and agreement with PROVIDER, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
 - 3.2.1 Provide increased access to youth identified with a mental health/behavioral health need; and

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3.2.2 Decrease the risk of youthful re-offending through interventions which strengthens coping and communication skills in the family support system for youth with a mental/behavioral health diagnosis and placed on a specialized caseload.

3.3 COUNTY shall evaluate the REACH (CATIE) Services according to the following short term measures:

3.3.1 Trained REACH Mental Health Specialist are maintained 90% of Contract period;

3.3.2 Trained REACH Mental Health Specialist maintain a contact rate of 95% of expected contacts providing CBT based skills training sessions to clients/families in accordance with the case plan;

3.3.3 60% of youth enrolled in the program will complete the program;

3.3.4 85% of youth enrolled in the program will not be placed outside the home by the juvenile court within 6 months from program completion.

3.4 The average number of days to engagement will not exceed 21 days. COUNTY shall evaluate the program using the following long term outcome measures for traditional mentoring:

3.4.1 One year re-arrest rate shall not exceed 40%; and

3.4.2 Two year re-arrest rate shall improve by 15% over the established FY2016 cohort.

4 COST

4.1 The COUNTY will pay no more than **\$458,660** pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions provided that the funds charged in accordance to Amendment No. 1 to the Reach (CATIE) services executed on September 3, 2019 by County Commissioners Court Order No. 131021 are specifically excluded from this agreement:

4.1.1 PROVIDER will submit an invoice by the 10th day from the last day of the month for which payment is requested;

4.1.2 Invoice will list names of youth and families who participated in services, name of staff providing service, service date, # of service hours provided for each service event, the type of services provided to include in-home or community CBT based skills training, and the # of positions filled;

4.1.3 PROVIDER will be paid in monthly increments of \$37,555.00;

4.1.4 PROVIDER will pro-rate monthly invoice for any vacant positions during the month;

4.1.5 Meeting/Conference/Training @ \$5,000 and Flex Funds @ \$3,000 (pre-approval required):

4.1.5.1 Total costs that require pre-approval: \$8,000 - Paid upon receipt of an invoice that specifies the purpose of the expense; the topic, trainer/facilitator, and participants in the meeting/conference/training; how the funds were utilized to support the specified activity; any client for whom the expenses may be related; and any other relevant information concerning the specific expense.

4.2 PROVIDER will send an invoice addressed to Tarrant County Juvenile Services, ATTN: Barbara Munoz, 2701 Kimbo Road, Fort Worth, TX 76111.

5 EXAMINATION AND RETENTION OF RECORDS

5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.

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- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following;
- 7.2 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
- 7.3 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within twenty-four (24) hours of said call;
- 7.4 Tarrant County Juvenile Services (also referred to as "TCJS") to facsimile number 817-838-4646;
- 7.5 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court; and
- 7.6 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights duties and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

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- 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
 - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
 - 12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
 - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER 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. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay for services not rendered, upon giving notice to the PROVIDER.

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- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17 TERMINATION

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER’S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
 - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER’S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18 DEFAULT

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
 - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
 - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days;
 - 18.1.4 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER’S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19 PARTIES ADDRESSES

COUNTY

TIM O’HARE
COUNTY JUDGE
100 EAST WEATHERFORD STREET
FORT WORTH, TX 76196

PROVIDER

MHMR OF TARRANT COUNTY
MS. SUSAN GARNETT
3840 HULEN STREET, NORTH TOWER
FORT WORTH, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation

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- by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**).
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 PROVIDER understands that the acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

**REACH INSTITUTE – (CATIE) – MHMRTC
September 1, 2024 – August 31, 2025**

29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

The MHMR of Tarrant County acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

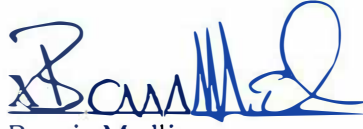
REACH INSTITUTE – (CATIE) – MHMRTC
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EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

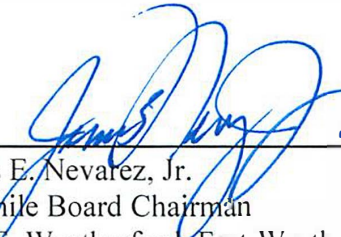
APPROVED on this the _____ day of _____, 2024, by Commissioners Court Order Number _____

TARRANT COUNTY
STATE OF TEXAS

MHMR of Tarrant County

 7/18/24
Date
Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

DocuSigned by:
 7/12/2024
Date
Ms. Susan Garnett
Chief Executive Officer
3840 Hulen Street, Fort Worth, TX 76107

X  7/17/2024
Date
Jesus E. Nevarez, Jr.
Juvenile Board Chairman
200 E. Weatherford, Fort Worth, TX 76196

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*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.