



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER 144842  
PAGE 1 OF 10  
DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF THE FISCAL YEAR 2025 CONTRACT BETWEEN TARRANT COUNTY AND MHMR OF TARRANT COUNTY FOR THE PROVISION OF MULTISYSTEMIC THERAPY TO AT-RISK YOUTH**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider the Fiscal Year 2025 contract between Tarrant County and MHMR of Tarrant County (MHMRTC) for providing Multisystemic Therapy (MST) for at-risk youth under the jurisdiction of Tarrant County Juvenile Services.

**BACKGROUND**

MHMR of Tarrant County provides a range of community-based services, including mental health care, substance abuse treatment, disability support, and family services. These services address both behavioral health needs and basic to complex challenges, such as crisis stabilization and connection to MHMR programs.

MST is an intensive, family- and community-based intervention designed for adolescents aged 12 to 17 with a moderate to high risk of reoffending. MST addresses the complex factors contributing to delinquent behavior by involving multiple systems in the youth’s life, including family, peers, school, and community. An assessment of the youth and family will determine appropriateness for MST services. Therapists will work closely with the youth and family, typically over a period of three (3) to five (5) months, to develop strategies that promote positive behavior and reduce the likelihood of reoffending.

If approved, MHMRTC will provide MST intervention designed to address complex mental health issues, reduce criminal activity, prevent out-of-home placements, and strengthen family support systems for at-risk youth under the jurisdiction of Tarrant County Juvenile Services.

The contract term is April 1, 2025 through August 31, 2025, with a total amount not to exceed \$195,752.00.

This contract has been reviewed as to form by the Criminal District Attorney’s Office and approved by the Tarrant County Juvenile Board at the March 5, 2025 Board meeting.

**FISCAL IMPACT**

Funding in the amount of \$195,752.00 is provided in grant funding through the Texas Juvenile Justice Department: Grant Funding - Grant-2004 / Commitment Diversion - P0021-2025 / Family Partnership Program - 2610530000 / Professional Services - 569011.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Riley Shaw



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
WITH MHMR  
FOR MULTISYSTEMIC THERAPY ( MST)

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and My Health My Resources of Tarrant County (MHMR), hereinafter referred to as ("PROVIDER"), for the provision of Multisystemic Therapy (MST). The Commissioners Court finds that this Contract serves a public purpose by providing a systemic intervention to decrease criminal activity, reduce out-of-home placements, and empower families to foster a supportive environment for the most at-risk youth under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 Multisystemic Therapy (MST) is an intensive, family- and community-based intervention designed for adolescents aged 12 to 17 who are at moderate to high risk of reoffending. MST addresses the complex factors contributing to delinquent behavior by involving multiple systems in the youth's life, including family, peers, school, and community. An assessment of the youth and family will determine appropriateness for MST services. Therapists will work closely with the youth and their families, typically over a period of three to five months, to develop strategies that promote positive behavior and reduce the likelihood of reoffending.
- 1.2 PROVIDER will supply 3.5 MST-trained Clinical Therapy Associates, and 1.0 MST-trained Supervisor support the services offered in MST:
  - 1.2.1 Serve up to 22 youth and families; MST therapists will see up to 5 families at a time on average for a 3–5-month treatment duration.
  - 1.2.2 Identify, train and provide clinical support for 3.5 Clinical Therapy Associates trained on the MST model.
  - 1.2.3 Complete face-to-face intake services within five (5) business days from time of referral for each youth and family referred.
  - 1.2.4 Provide MST based systemic intervention sessions to youth/families 2 - 4 times a week, in accordance with the monthly progress update.
  - 1.2.5 Provide MST treatment to youth and families in a suitable environment (i.e., the residence of the referred youth) and as identified in the monthly progress update.
  - 1.2.6 Assigned mental health specialist or designee shall provide on-call assistance 24 hours a day, 7 days a week;
  - 1.2.7 Assist and coordinate with other mental healthcare professionals working with the youth.
  - 1.2.8 Provide care coordination for youths enrolled.
  - 1.2.9 Maintain weekly communication with the assigned juvenile probation officer to discuss youth and family progress.
  - 1.2.10 Ensure services provided are culturally and linguistically appropriate.
  - 1.2.11 Participate in administrative hearings, resource staffings, and case consultations as requested.

- 1.2.12 Participate in staffing with MST Services, other programs offered by Provider, and community partners, MST Services-required trainings, team meetings and recruitment events as needed about services being provided.
- 1.2.13 Provide coverage for caseloads during MST Therapist absence.
- 1.2.14 Notify COUNTY electronically within 72 hours (3 business days) of the start date of first face to face contact with youth and family establishing time of enrollment in the program.
- 1.2.15 Notify COUNTY electronically within 72 hours (3 business days) of the end date of services and reason for discharge.
- 1.2.16 Provide monthly progress updates for each youth by the 10<sup>th</sup> of each month for services provided the previous month.
- 1.2.17 Provide discharge summary for each youth to include community linkage for continued services within five (5) business days following the last date of services.
- 1.2.18 Provide services that are trauma-informed and trauma-responsive to support the development of trusting relationships in an environment of safety, empowerment, and healing.

TCJS agrees to perform the following:

- 1.3 Refer potential program participants to PROVIDER for the services described in this Agreement. Information included on referrals shall be agreed upon by the Parties.
- 1.4 Acknowledge that funds provided under this Agreement may be used as Cost Sharing, in accordance with the Uniform Administrative Requirements, 2 C.F.R. Part 200. TCJS will work in good faith to ensure that adequate documentation is maintained for PROVIDER to respond to a funder's exercise of authority under 2 C.F.R. Part 200.

## **2 TERM**

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

## **3 EVALUATION**

- 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 interventions for youth identified with a mental health/behavioral health need;
  - 3.2.2 Decrease the youth's risk of reoffending by providing comprehensive support services that address the needs of the youth and the entire family.
  - 3.2.3 COUNTY shall evaluate the services according to the following short-term measures:
    - 3.2.3.1 Trained personnel are maintained 90% of Contract period.
    - 3.2.3.2 Trained personnel maintain a contact rate of 95% of expected contacts providing MST to clients/families in accordance with specific program expectations.
    - 3.2.3.3 90% of youth will commence services within five (5) business days of referral.
    - 3.2.3.4 85% of youth enrolled in a program will complete the program.
    - 3.2.3.5 PROVIDER shall submit a performance report on short-term measures by November 1, 2025, outlining the success and meeting the specific goals and objectives in this contract.
  - 3.2.4 COUNTY shall evaluate the program using the following long term outcome measures:

3.2.4.1 75% of youth who complete MST will not have any new arrests or adjudications within 6 months post-treatment.

3.2.4.2 80% of youth completing the program will not be placed outside the home or committed to Texas Juvenile Justice Department (TJJD) by the juvenile court within 6 months from program completion.

#### 4 COST

4.1 The COUNTY will pay no more than \$ 195,752.00 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 Payments may be used for start-up costs during initial development of the MST program. COUNTY and PROVIDER will work in good faith to facilitate program development.

4.1.2 PROVIDER will submit an invoice by the 10<sup>th</sup> day from the last day of the month for which payment is requested;

4.1.3 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, and the # of positions filled;

4.1.4 PROVIDER will be paid in monthly increments of \$39,150.40.

4.1.5 PROVIDER will send a monthly invoice 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.

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:

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

7.1.2 Texas Juvenile Justice Department, 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; and

7.1.3 Tarrant County Juvenile Services to facsimile number 817-838-4646.

7.2 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.

7.3 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:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

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

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

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2 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 fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

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

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

## 19 PARTIES ADDRESSES

### COUNTY

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

### PROVIDER

Susan Garnett, CEO  
MHMR of Tarrant County  
3840 Hulen Street, North Tower  
Fort Worth, Texas 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.

**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**

- 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 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 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.
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 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 this Contract form all or part of the consideration.
- 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.
- 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**

PROVIDER 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.

## **31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

Multisystemic Therapy– MHMR  
April 1, 2025 – August 31, 2025

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

APPROVED on this the \_\_\_ day of \_\_\_\_\_, 2025, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

My Health My Resources of Tarrant County (MHMR)

X  3-6-2025  
\_\_\_\_\_  
Mr. Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

Signed by:  
X  2/26/2025  
\_\_\_\_\_  
Ms. Susan Garnett Date  
CEO  
3840 Hulen Street, North Tower  
Fort Worth, TX 76107

X  3/5/2025  
\_\_\_\_\_  
Judge Alex Kim Date  
Juvenile Board Chairman  
200 E. Weatherford St., Fort Worth, TX 76196

COUNTY OF TARRANT  
OF TEXAS

\*CERTIFICATION OF AVAILABLE FUNDS STATE  
IN THE AMOUNT OF \$195,752:

Grant-2004/P0021-2025/2610530000/569011

STATE OF TEXAS

Separate Electronic Signature Page \_\_\_\_\_  
Tim O'Hare  
County Judge

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
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.



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144842

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This contract has been reviewed as to form by the Criminal District Attorney's Office and approved by the Tarrant County Juvenile Board at the March 5, 2025 Board meeting.

**FISCAL IMPACT**

Funding in the amount of \$195,752.00 is provided in grant funding through the Texas Juvenile Justice Department: Grant Funding - Grant-2004 / Commitment Diversion - P0021-2025 / Family Partnership Program - 2610530000 / Professional Services - 569011.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Riley Shaw



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
WITH MHMR  
FOR MULTISYSTEMIC THERAPY (MST)

## BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and My Health My Resources of Tarrant County (MHMR), hereinafter referred to as ("PROVIDER"), for the provision of Multisystemic Therapy (MST). The Commissioners Court finds that this Contract serves a public purpose by providing a systemic intervention to decrease criminal activity, reduce out-of-home placements, and empower families to foster a supportive environment for the most at-risk youth under the jurisdiction of Tarrant County Juvenile Services, also referred to as ("TCJS").

## CONTRACT FOR SERVICES

### 1 SCOPE OF SERVICES

PROVIDER agrees to perform the following:

- 1.1 Multisystemic Therapy (MST) is an intensive, family- and community-based intervention designed for adolescents aged 12 to 17 who are at moderate to high risk of reoffending. MST addresses the complex factors contributing to delinquent behavior by involving multiple systems in the youth's life, including family, peers, school, and community. An assessment of the youth and family will determine appropriateness for MST services. Therapists will work closely with the youth and their families, typically over a period of three to five months, to develop strategies that promote positive behavior and reduce the likelihood of reoffending.
- 1.2 PROVIDER will supply 3.5 MST-trained Clinical Therapy Associates, and 1.0 MST-trained Supervisor support the services offered in MST:
  - 1.2.1 Serve up to 22 youth and families; MST therapists will see up to 5 families at a time on average for a 3–5-month treatment duration.
  - 1.2.2 Identify, train and provide clinical support for 3.5 Clinical Therapy Associates trained on the MST model.
  - 1.2.3 Complete face-to-face intake services within five (5) business days from time of referral for each youth and family referred.
  - 1.2.4 Provide MST based systemic intervention sessions to youth/families 2 - 4 times a week, in accordance with the monthly progress update.
  - 1.2.5 Provide MST treatment to youth and families in a suitable environment (i.e., the residence of the referred youth) and as identified in the monthly progress update.
  - 1.2.6 Assigned mental health specialist or designee shall provide on-call assistance 24 hours a day, 7 days a week;
  - 1.2.7 Assist and coordinate with other mental healthcare professionals working with the youth.
  - 1.2.8 Provide care coordination for youths enrolled.
  - 1.2.9 Maintain weekly communication with the assigned juvenile probation officer to discuss youth and family progress.
  - 1.2.10 Ensure services provided are culturally and linguistically appropriate.
  - 1.2.11 Participate in administrative hearings, resource staffings, and case consultations as requested.

- 1.2.12 Participate in staffing with MST Services, other programs offered by Provider, and community partners, MST Services-required trainings, team meetings and recruitment events as needed about services being provided.
- 1.2.13 Provide coverage for caseloads during MST Therapist absence.
- 1.2.14 Notify COUNTY electronically within 72 hours (3 business days) of the start date of first face to face contact with youth and family establishing time of enrollment in the program.
- 1.2.15 Notify COUNTY electronically within 72 hours (3 business days) of the end date of services and reason for discharge.
- 1.2.16 Provide monthly progress updates for each youth by the 10<sup>th</sup> of each month for services provided the previous month.
- 1.2.17 Provide discharge summary for each youth to include community linkage for continued services within five (5) business days following the last date of services.
- 1.2.18 Provide services that are trauma-informed and trauma-responsive to support the development of trusting relationships in an environment of safety, empowerment, and healing.

TCJS agrees to perform the following:

- 1.3 Refer potential program participants to PROVIDER for the services described in this Agreement. Information included on referrals shall be agreed upon by the Parties.
- 1.4 Acknowledge that funds provided under this Agreement may be used as Cost Sharing, in accordance with the Uniform Administrative Requirements, 2 C.F.R. Part 200. TCJS will work in good faith to ensure that adequate documentation is maintained for PROVIDER to respond to a funder's exercise of authority under 2 C.F.R. Part 200.

## **2 TERM**

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

## **3 EVALUATION**

- 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 interventions for youth identified with a mental health/behavioral health need;
  - 3.2.2 Decrease the youth's risk of reoffending by providing comprehensive support services that address the needs of the youth and the entire family.
  - 3.2.3 COUNTY shall evaluate the services according to the following short-term measures:
    - 3.2.3.1 Trained personnel are maintained 90% of Contract period.
    - 3.2.3.2 Trained personnel maintain a contact rate of 95% of expected contacts providing MST to clients/families in accordance with specific program expectations.
    - 3.2.3.3 90% of youth will commence services within five (5) business days of referral.
    - 3.2.3.4 85% of youth enrolled in a program will complete the program.
    - 3.2.3.5 PROVIDER shall submit a performance report on short-term measures by November 1, 2025, outlining the success and meeting the specific goals and objectives in this contract.
  - 3.2.4 COUNTY shall evaluate the program using the following long term outcome measures:

3.2.4.1 75% of youth who complete MST will not have any new arrests or adjudications within 6 months post-treatment.

3.2.4.2 80% of youth completing the program will not be placed outside the home or committed to Texas Juvenile Justice Department (TJJD) by the juvenile court within 6 months from program completion.

#### **4 COST**

4.1 The COUNTY will pay no more than \$ 195,752.00 pursuant to this Contract. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 Payments may be used for start-up costs during initial development of the MST program. COUNTY and PROVIDER will work in good faith to facilitate program development.

4.1.2 PROVIDER will submit an invoice by the 10<sup>th</sup> day from the last day of the month for which payment is requested;

4.1.3 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, and the # of positions filled;

4.1.4 PROVIDER will be paid in monthly increments of \$39,150.40.

4.1.5 PROVIDER will send a monthly invoice 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.

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:

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

7.1.2 Texas Juvenile Justice Department, 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; and

7.1.3 Tarrant County Juvenile Services to facsimile number 817-838-4646.

7.2 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.

7.3 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:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and / or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

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

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

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

- 17.2 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 fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## 19 PARTIES ADDRESSES

### COUNTY

Mr. Riley Shaw  
Director of Juvenile Services  
2701 Kimbo Road  
Fort Worth, Texas 76111

### PROVIDER

Susan Garnett, CEO  
MHMR of Tarrant County  
3840 Hulen Street, North Tower  
Fort Worth, Texas 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 is 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.

## 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

- 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 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 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.
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 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 this Contract form all or part of the consideration.
- 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.
- 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**

PROVIDER 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.

## **31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES**

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

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

APPROVED on this the 11<sup>th</sup> day of March, 2025, by Commissioners Court Order Number 144842

TARRANT COUNTY  
STATE OF TEXAS

My Health My Resources of Tarrant County (MHMR)

X  
\_\_\_\_\_  
Mr. Riley Shaw Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  
\_\_\_\_\_  
Ms. Susan Garnett Date  
CEO  
3840 Hulen Street, North Tower  
Fort Worth, TX 76107

X  
\_\_\_\_\_  
Judge Alex Kim Date  
Juvenile Board Chairman  
200 E. Weatherford St., Fort Worth, TX 76196

COUNTY OF TARRANT  
OF TEXAS

\*CERTIFICATION OF AVAILABLE FUNDS STATE  
IN THE AMOUNT OF \$195,752:

Grant-2004/P0021-2025/2610530000/569011

STATE OF TEXAS

Separate Electronic Signature Page  
\_\_\_\_\_  
Tim O'Hare  
County Judge

CERTIFICATION OF  
AVAILABLE FUNDS: \$ 195,752.<sup>00</sup>

APPROVED AS TO FORM:

*Kimberly M. Buchanan*

\_\_\_\_\_  
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.

Consideration of the Fiscal Year 2025 Contract between Tarrant County and MHMR of Tarrant County for the Provision of Multisystemic Therapy to At-Risk Youth

**SIGNED AND EXECUTED** this 11 day of March, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
3/13/2025