



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 12

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2025 CONTRACT BETWEEN
TARRANT COUNTY AND MHMR OF TARRANT COUNTY FOR THE
PROVISION OF COMPREHENSIVE YOUTH SERVICES**

***** 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 the provision of comprehensive youth services.

BACKGROUND

MHMR of Tarrant County provides a wide range of community-based services related to mental health services, substance abuse services, disability services and family services. These services are designed to address behavioral health, basic and complex needs, including crisis stabilization and connection to MHMRTC programs and services.

Comprehensive Youth Services include intensive case management, skills training, and mentorship to help the most at-risk youth, to include identifying and finding resources, providing direct assistance such as transportation, scheduling appointments, assistance with applications, provisions of basic resources, linkage to MHMR and other community-based resources and services, and removal of barriers to access and participate in services and other healthy pro-social activities to strengthen families and divert youth from the juvenile system.

With approval, MHMRTC will provide Comprehensive Youth Services as mentioned above. The term of the contract is September 1, 2024 through August 31, 2025, in an amount not to exceed \$895,000.00.

This contract has been approved as to form by the Criminal District Attorney’s Office and approved by the Tarrant County Juvenile Board at the September 18, 2024, board meeting.

FISCAL IMPACT

Funding in the amount of \$895,000.00 is funded with \$344,430.00 from account 10000-2025 General Fund / 2610150000 Community Programs / 569011 Professional Services and \$550,570.00 from account Texas Juvenile Justice Department Grant-2004 / P0021-2025 Commitment Diversion / 2610150000 Community Programs / 569011 Professional Services.

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

44

C.O.# 143997



COMMISSIONERS COURT
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COURT ORDER NUMBER

PAGE 1 OF

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Approve :

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C.O.# 143995 - Failed - J/4 2-3

C.O.# 143996 - Reconsider to take action 1/4 - 4-1

C.O.# 143997 - Approve - 1/4 4-1

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



STATE OF TEXAS
COUNTY OF TARRANT

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§
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JUVENILE SERVICES CONTRACT
WITH MHMR
FOR COMPREHENSIVE YOUTH SERVICES

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 Comprehensive Youth Services. The Commissioners Court finds that this Contract serves a public purpose by providing intensive case management, skills training, and mentorship to help 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 FAMILY CENTERED MULTIFACETED INTENSIVE SERVICES

- 1.1.1 Through a wraparound approach, provide a holistic and coordinated approach to rehabilitation and support services. The program will aim to address the multifaceted needs of at-risk youth through coordinated services, enhancing their chances of rehabilitation, reducing recidivism, and promoting positive youth development.
- 1.1.2 Youth/family are enrolled in services for a minimum of 3 months with home- and community- based interventions (type and duration) determined by the youth and family needs and curriculum fidelity. Program staff will link the family and youth with services and support through intensive case management. A central feature of the comprehensive approach is the assignment of a primary case manager who helps the family develop goals and create a plan based on those goals;
- 1.1.3 Supplementary counseling services and tailored interventions to meet the unique psychological, emotional, and developmental needs of up to 75 youth in comprehensive services identified as needing more intensive counseling interventions for substance abuse, family issues and trauma which may include:
 - Evidence-Based Therapies identified through assessment to address specific needs of youth and family, including but not limited to Aggression Replacement Training, Seeking Safety, Reaching Teens, and Preparing Adolescent Youth for Adulthood;
 - Mental Health and Substance Abuse Services tailored to youth with crisis intervention and ongoing support;
 - Life skills training programs focusing on social skills, transitioning to adulthood, decision-making, anger management and conflict resolution;
 - Availability of specialty therapies for youth with developmental needs that require different approaches such as Dialectical Behavior Therapy (DBT), Eye Movement Desensitization and Reprocessing (EMDR), Art Therapy, Music Therapy, and Equine-Assisted or Animal - Assisted Therapy.
 - Trauma-focused therapy to include interventions for complex trauma.
- 1.1.4 Ensure services provided are culturally and linguistically appropriate;

- 1.1.5 Engage with youth and family within seven (7) days from time of referral for each youth and family referred;
- 1.1.6 Provide monthly cumulative roster and monthly progress notes by the 10th of every month for the previous month.
- 1.1.7 Notify COUNTY electronically within 72 hours of individual start service dates, end service date, and reason for discharge.
- 1.2 HELP ME THRIVE (HMT) SCHOOL NAVIGATION AND CONTINUUM OF SUPPORTS
 - 1.2.1 PROVIDER agrees to perform the following, in relation to HMT School Navigation and Continuum of Supports
 - 1.2.1.1 Provide a well-trained personnel to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 15 - 18 hours a week (school hours currently 8:30 am – 4:30 pm), to implement a continuum of services to students who attend the JJAEP;
 - 1.2.1.2 Complete timely orientation requirements with students and parents;
 - 1.2.1.3 Utilize a validated substance abuse screening tool for JJAEP students. This tool is to screen students for specific interventions and services;
 - 1.2.1.4 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
 - 1.2.1.5 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.2.1.6 Provide any required documentation once confidentiality releases have been signed.
 - 1.2.2 COUNTY will provide the following services, in relation to HMT School Navigation and Continuum of Supports:
 - 1.2.2.1 Refer to PROVIDER students identified as meeting criteria for life skills, substance abuse education and counseling;
 - 1.2.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
 - 1.2.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.2.2.4 Provide any required documentation once confidentiality releases have been signed.
- 1.3 YOUTH MENTORING SERVICES
 - 1.3.1 Provide 7.5 to 15 hours a week of mentoring services to 150 moderate and high-risk youth with a range of needs for a period of (3) to (6) months;
 - 1.3.2 Provide a combination of individual and group mentoring to youth each week. Group mentoring activities should provide academic support, positive social engagement, emotional development, and critical life skills training;
 - 1.3.3 Intake and advocacy services will commence within three (3) business days and begin face-to-face services within five (5) business days from time of referral for each youth and family referred;
 - 1.3.4 Complete assessment and service plan with goals and objectives. The plan shall address all risk related behaviors and ensure youth appearance at court hearings, enrollment of youth in an educational/vocational/work programs, and compliance with orders of the court;
 - 1.3.5 Ensure services provided are culturally and linguistically appropriate;
 - 1.3.6 Ensure youth comply with court ordered conditions of release such as school attendance, curfew, appointments and return for court appearances;

- 1.3.7 Provide and assist with transportation as needed for participants to engage in program services, court appearances, substance abuse intervention programs, and access community resources;
- 1.3.8 Provide intervention efforts that may include youth employment, educational intervention, attainment of GED, parent-support programs, and community linkages with other agencies for additional support to families.
- 1.3.9 Coordinate services with Juvenile Services to avoid over-serving youth and families and interrupting daily routines such as their school schedule;
- 1.3.10 Provide at least 24-hour advance notice to the Community Programs and Resource Development Supervisor or Program Referral Coordinator any time a mentor plans an activity outside of Tarrant County with a youth;
- 1.3.11 Provide monthly program cumulative roster and monthly program notes by the 10th of every month for the previous service month.
- 1.3.12 Notify electronically within 72 hours of event the start service date, end service date, and reason for discharge;
- 1.3.13 Provide a completed discharge plan with summary of linkages to additional community resources at the time of discharge.

2 TERM

This Contract begins on September 1, 2024, and concludes on August 31, 2025. Performance for Family Centered Multifaceted Intensive Services will be between September 1, 2024 and August 31, 2025. Performance for HMT School Navigation and Continuum of Supports and Youth Mentoring Services will be between October 1, 2024 and 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 evidence-informed skills training sessions or mentoring services to clients/families in accordance with specific program expectations;
 - 3.2.3.3 The average number of days to engagement with youth and families will not exceed the timeframes noted for each specific program;
 - 3.2.3.4 An average 70% of youth enrolled in a program will complete the program;
 - 3.2.3.5 85% of youth completing the program will not be placed outside the home or committed to TJJD by the juvenile court within 6 months from program completion.
 - 3.2.4 COUNTY shall evaluate the program using the following long term outcome measures for traditional mentoring:
 - 3.2.4.1 One-year average re-arrest rate shall not exceed 50%; and

3.2.4.2 Two-year average re-arrest rate shall improve by 15%.

3.2.4.3 PROVIDER shall submit a performance report by November 1, 2025, outlining the success and meeting the specific goals and objectives in this contract.

4 COST

4.1 The COUNTY will pay no more than \$895,000 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 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, and the # of positions filled;

4.1.3 PROVIDER will be paid in monthly increments of \$74,583.33;

4.1.4 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, 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; 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

<p>COUNTY Mr. Bennie Medlin Director of Juvenile Services 2701 Kimbo Road Fort Worth, Texas 76111</p>	<p>PROVIDER Susan Garnett, CEO MHMR of Tarrant County 3840 Hulen Street, North Tower Fort Worth, Texas 76107</p>
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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.

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

APPROVED on this the October 1, 2024, by Commissioners Court Order Number 143997

TARRANT COUNTY
STATE OF TEXAS

MHMR of Tarrant County

X Bennie Medlin 9/17/24
Bennie Medlin Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X Susan Garnett 8-13-24
Ms. Susan Garnett Date
CEO
3840 Hulen Street, North Tower
Fort Worth, TX 76107

X Alex Kim 9/18/2024
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

CERTIFICATION OF
AVAILABLE FUNDS: \$895,000 ^{total}

Tim O'Hare 10/1/2024
Tim O'Hare Date
County Judge

\$344,430-10000-2025/2610150000/569011
\$550,570-Grant-2004/P0021-2025/2610150000/569011

APPROVED AS TO FORM:

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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§
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JUVENILE SERVICES CONTRACT
WITH MHMR
FOR COMPREHENSIVE YOUTH SERVICES

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 Comprehensive Youth Services. The Commissioners Court finds that this Contract serves a public purpose by providing intensive case management, skills training, and mentorship to help 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 FAMILY CENTERED MULTIFACETED INTENSIVE SERVICES

- 1.1.1 Through a wraparound approach, provide a holistic and coordinated approach to rehabilitation and support services. The program will aim to address the multifaceted needs of at-risk youth through coordinated services, enhancing their chances of rehabilitation, reducing recidivism, and promoting positive youth development.
- 1.1.2 Youth/family are enrolled in services for a minimum of 3 months with home- and community- based interventions (type and duration) determined by the youth and family needs and curriculum fidelity. Program staff will link the family and youth with services and support through intensive case management. A central feature of the comprehensive approach is the assignment of a primary case manager who helps the family develop goals and create a plan based on those goals;
- 1.1.3 Supplementary counseling services and tailored interventions to meet the unique psychological, emotional, and developmental needs of up to 75 youth in comprehensive services identified as needing more intensive counseling interventions for substance abuse, family issues and trauma which may include:
 - Evidence-Based Therapies identified through assessment to address specific needs of youth and family, including but not limited to Aggression Replacement Training, Seeking Safety, Reaching Teens, and Preparing Adolescent Youth for Adulthood;
 - Mental Health and Substance Abuse Services tailored to youth with crisis intervention and ongoing support;
 - Life skills training programs focusing on social skills, transitioning to adulthood, decision-making, anger management and conflict resolution;
 - Availability of specialty therapies for youth with developmental needs that require different approaches such as Dialectical Behavior Therapy (DBT), Eye Movement Desensitization and Reprocessing (EMDR), Art Therapy, Music Therapy, and Equine-Assisted or Animal - Assisted Therapy.
 - Trauma-focused therapy to include interventions for complex trauma.
- 1.1.4 Ensure services provided are culturally and linguistically appropriate;

- 1.1.5 Engage with youth and family within seven (7) days from time of referral for each youth and family referred;
 - 1.1.6 Provide monthly cumulative roster and monthly progress notes by the 10th of every month for the previous month.
 - 1.1.7 Notify COUNTY electronically within 72 hours of individual start service dates, end service date, and reason for discharge.
- 1.2 HELP ME THRIVE (HMT) SCHOOL NAVIGATION AND CONTINUUM OF SUPPORTS
- 1.2.1 PROVIDER agrees to perform the following, in relation to HMT School Navigation and Continuum of Supports
 - 1.2.1.1 Provide a well-trained personnel to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as (“JJAEP”), for 200 school days (this includes summer school), 15 - 18 hours a week (school hours currently 8:30 am – 4:30 pm), to implement a continuum of services to students who attend the JJAEP;
 - 1.2.1.2 Complete timely orientation requirements with students and parents;
 - 1.2.1.3 Utilize a validated substance abuse screening tool for JJAEP students. This tool is to screen students for specific interventions and services;
 - 1.2.1.4 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
 - 1.2.1.5 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.2.1.6 Provide any required documentation once confidentiality releases have been signed.
 - 1.2.2 COUNTY will provide the following services, in relation to HMT School Navigation and Continuum of Supports:
 - 1.2.2.1 Refer to PROVIDER students identified as meeting criteria for life skills, substance abuse education and counseling;
 - 1.2.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
 - 1.2.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.2.2.4 Provide any required documentation once confidentiality releases have been signed.
- 1.3 YOUTH MENTORING SERVICES
- 1.3.1 Provide 7.5 to 15 hours a week of mentoring services to 150 moderate and high-risk youth with a range of needs for a period of (3) to (6) months;
 - 1.3.2 Provide a combination of individual and group mentoring to youth each week. Group mentoring activities should provide academic support, positive social engagement, emotional development, and critical life skills training;
 - 1.3.3 Intake and advocacy services will commence within three (3) business days and begin face-to-face services within five (5) business days from time of referral for each youth and family referred;
 - 1.3.4 Complete assessment and service plan with goals and objectives. The plan shall address all risk related behaviors and ensure youth appearance at court hearings, enrollment of youth in an educational/vocational/work programs, and compliance with orders of the court;
 - 1.3.5 Ensure services provided are culturally and linguistically appropriate;
 - 1.3.6 Ensure youth comply with court ordered conditions of release such as school attendance, curfew, appointments and return for court appearances;

- 1.3.7 Provide and assist with transportation as needed for participants to engage in program services, court appearances, substance abuse intervention programs, and access community resources;
- 1.3.8 Provide intervention efforts that may include youth employment, educational intervention, attainment of GED, parent-support programs, and community linkages with other agencies for additional support to families.
- 1.3.9 Coordinate services with Juvenile Services to avoid over-serving youth and families and interrupting daily routines such as their school schedule;
- 1.3.10 Provide at least 24-hour advance notice to the Community Programs and Resource Development Supervisor or Program Referral Coordinator any time a mentor plans an activity outside of Tarrant County with a youth;
- 1.3.11 Provide monthly program cumulative roster and monthly program notes by the 10th of every month for the previous service month.
- 1.3.12 Notify electronically within 72 hours of event the start service date, end service date, and reason for discharge;
- 1.3.13 Provide a completed discharge plan with summary of linkages to additional community resources at the time of discharge.

2 TERM

This Contract begins on September 1, 2024, and concludes on August 31, 2025. Performance for Family Centered Multifaceted Intensive Services will be between September 1, 2024 and August 31, 2025. Performance for HMT School Navigation and Continuum of Supports and Youth Mentoring Services will be between October 1, 2024 and 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 evidence-informed skills training sessions or mentoring services to clients/families in accordance with specific program expectations;
 - 3.2.3.3 The average number of days to engagement with youth and families will not exceed the timeframes noted for each specific program;
 - 3.2.3.4 An average 70% of youth enrolled in a program will complete the program;
 - 3.2.3.5 85% of youth completing the program will not be placed outside the home or committed to TJJD by the juvenile court within 6 months from program completion.
 - 3.2.4 COUNTY shall evaluate the program using the following long term outcome measures for traditional mentoring:
 - 3.2.4.1 One-year average re-arrest rate shall not exceed 50%; and

3.2.4.2 Two-year average re-arrest rate shall improve by 15%.

3.2.4.3 PROVIDER shall submit a performance report by November 1, 2025, outlining the success and meeting the specific goals and objectives in this contract.

4 COST

4.1 The COUNTY will pay no more than \$895,000 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 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, and the # of positions filled;

4.1.3 PROVIDER will be paid in monthly increments of \$74,583.33;

4.1.4 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, hereinafter referred to "TJJJ", by submitting a TJJJ 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. Bennie Medlin
 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.

*By law, the Crim

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

Bennie Medlin 9/17/24
Date
Bennie Medlin
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

Susan Garnett 8-13-24
Date
Ms. Susan Garnett
CEO
3840 Hulen Street, North Tower
Fort Worth, TX 76107

Alex Kim 9/18/2024
Date
Alex Kim
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

*By law, the Crim

COUNTY OF TARRANT
STATE OF TEXAS

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James Marwin Nichols
Criminal District Attorney's Office*

Tarrant County Auditor

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