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CO#143919



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 65

DATE: 09/17/2024

SUBJECT: **RFQ NO. 2023-141 - ANNUAL CONTRACT FOR JUVENILE FORENSIC ASSESSMENT SERVICES - JUVENILE SERVICES - VARIOUS VENDORS - EXERCISE FIRST OPTION FOR RENEWAL - SAME CONTRACT TERMS**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of RFQ No. 2023-141, Annual Contract for Juvenile Forensic Assessment Services, for the first optional twelve (12) month period at the same contract terms and approve contract.

BACKGROUND

On September 19, 2023, the Commissioners Court, through Court Order #141766, awarded RFQ No. 2023-141, Annual Contract for Juvenile Forensic Assessment Services, for Juvenile Services, to the following vendors:

- Monica Jeter, Psy.D.
- Lara Hastings, PsyD PA
- DFW Mental Healthcare Services, PLLC
- Balance Forensic and General Psychological Services, Inc.
- Parnell Ryan, Ph.D.

The awards were based upon evaluation criteria set forth in the RFQ specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is for the provision of psychological evaluations and forensic assessment services for clients supervised by Tarrant County Juvenile Services and/or under jurisdiction of the 323rd District Court. These services include standard evaluations for out-of-home placement and treatment recommendations, fitness to proceed, lack of responsibility for conduct, psychosexual evaluations, and discretionary transfers (adult certification) for juveniles pending court dispositions.

The vendors notified Purchasing in writing that they will extend the same contract terms through September 30, 2025. Juvenile Services notified Purchasing in writing that they are pleased with the vendor and want to renew. The 323rd District Court approved the contract renewal on August 21, 2024.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Caleb Rojo Chris Lax, CPSM, CPSD, CPCP
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 09/17/2024 PAGE 2 OF 65

Therefore, it is the joint recommendation of Juvenile Services, the 323rd District Court, and Purchasing that the Commissioners Court approve renewal of RFQ No. 2023-141, Annual Contract for Juvenile Forensic Assessment Services, for another twelve (12) month period.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding is requested in the FY25 budget in the amount of \$155,000.00 in account 10000-2025 General Fund/413250000 323rd District Court/585143 Psych Exams-Testimony.

Please Note: Due to the volume of information, copies of the entire packet are not being reproduced for distribution. However, the information may be viewed online in the Commissioners Court's agenda on the Tarrant County website or in the Commissioners Court records within the County Clerk's Office.



STATE OF TEXAS

COUNTY OF TARRANT

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323RD DISTRICT COURT CONTRACT
FOR JUVENILE FORENSIC
ASSESSMENT SERVICES WITH
MONICA JETER, PSY.D.

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Monica Jeter, Psy.D., hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.
- 1.2 PROVIDER agrees to conduct the following assessments for COUNTY:
 - 1.2.1 Standard Evaluation
 - 1.2.2 Fitness to Proceed Evaluation
 - 1.2.3 Psychosexual Evaluation
 - 1.2.4 Discretionary Transfer (Adult Certification)
- 1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:
 - 1.3.1 Clinical interview with youth;
 - 1.3.2 Clinical interview with parent/guardian
 - 1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);
 - 1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));
 - 1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);
 - 1.3.6 Personality assessment and problem-specific measures, as appropriate;
 - 1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;
 - 1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

- 1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.
- 1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.
- 1.4.1 **Fitness to Proceed Evaluations** – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;
- 1.4.2 **Lack of Responsibility for Conduct** – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and
- 1.4.3 **Psychosexual Evaluations** – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.
- 1.5 **Discretionary Transfer (Certification) Evaluations** - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.
- 1.6 **Bilingual Evaluations**- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.
- 1.7 **PROVIDER** will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. **COUNTY** will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.
- 1.8 **PROVIDER** agrees to general reports sections and appropriate sub-headings within these sections as follows:
- 1.8.1 Reason for Referral;
- 1.8.2 Assessment Procedures/Sources of Information;
- 1.8.3 Background information includes the following:
- 1.8.3.1 Identifying data and family history;
- 1.8.3.2 History of Presenting Problems;
- 1.8.3.3 Developmental and Medical History;
- 1.8.3.4 Psychiatric Treatment History;
- 1.8.3.5 Academic History;
- 1.8.3.6 Legal History; and
- 1.8.3.7 Substance Abuse History.

- 1.8.4 Behavioral Observations;
- 1.8.5 Test Results includes the following:
 - 1.8.5.1 Intelligence / Cognitive Testing
 - 1.8.5.2 Academic Achievement Testing
 - 1.8.5.3 Emotional / Personality Testing
 - 1.8.5.4 Any other specific categories included
- 1.8.6 DSM-5 Diagnosis; and
- 1.8.7 Summary and Recommendations should include the following:
 - 1.8.7.1 Recommendations should be numbered or bulleted.
 - 1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.
- 1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.
- 1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, 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 additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Number of evaluations performed.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;
 - 3.3.2 90% of evaluations performed were completed within agreed time frames;
 - 3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;
 - 3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;
 - 3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:
 - 4.1.2 Standard Psychological Evaluations..... \$700

- 4.1.3 Specialized Psychological Evaluations \$800
 - 4.1.3.1 Fitness to Proceed Evaluations
 - 4.1.3.2 Lack of Responsibility for Conduct Evaluations
 - 4.1.3.3 Psychosexual Evaluations
- 4.1.4 Discretionary Transfer (Adult Certification) Evaluations \$900
- 4.1.5 Bilingual Evaluations \$200
 (add-on fee to all the above evaluations)
- 4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- 4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111
- 4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 The PROVIDER shall ensure that its staff, 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, interview and the administration of questionnaires to the staff of PROVIDER and the children 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

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not disclose the information except as required to perform the services pursuant to this Contract, 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 TCJS 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 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth 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 of the PROVIDER.

17 DEFAULT

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

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

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

- 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 17.2 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.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 PARTIES ADDRESSES

COUNTY

Tim O'Hare
County Judge
100 E. Weatherford Street
Fort Worth, Texas 76196

PROVIDER

Monica Jeter, Psy.D.
4270 Cuesta Dr.
Irving, TX 75038
469-586-8641

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' 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;

SOVEREIGN IMMUNITY
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- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

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

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation 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, 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 the 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists. (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

"Monica Jeter, Psy.D. acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

29.2

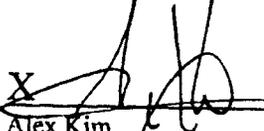
29.1

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

APPROVED on this the 17th day of September, 2024, by Commissioners Court Order Number 143919

TARRANT COUNTY
STATE OF TEXAS

Monica Jeter, Psy.D.

X  9/12/24
Date
Alex Kim
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

X  9/15/24
Date
Monica Jeter, Psy.D.
4270 Cucsta Dr.
Irving, TX 75038

*Funds available for the contracts approved pursuant to this communication are \$155,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

\$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2025 Operating Budget

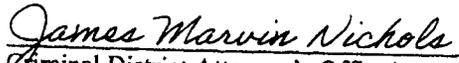
COUNTY OF TARRANT
STATE OF TEXAS

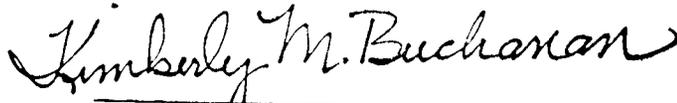
 9/17/2024
Date
Tim O'Hare
County Judge

10000-2025/4132500000/585143

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 0.00


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.



STATE OF TEXAS

COUNTY OF TARRANT

§
§
§
§

323RD DISTRICT COURT CONTRACT
FOR JUVENILE FORENSIC
ASSESSMENT SERVICES WITH
Lara Hastings PsyD PA

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lara Hastings PsyD PA, hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.
- 1.2 PROVIDER agrees to conduct the following assessments for COUNTY:
 - 1.2.1 Standard Evaluation
 - 1.2.2 Fitness to Proceed Evaluation
 - 1.2.3 Psychosexual Evaluation
- 1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:
 - 1.3.1 Clinical interview with youth;
 - 1.3.2 Clinical interview with parent/guardian
 - 1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);
 - 1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));
 - 1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);
 - 1.3.6 Personality assessment and problem-specific measures, as appropriate;
 - 1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;
 - 1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc.) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and
 - 1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

- 1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.
 - 1.4.1 Fitness to Proceed Evaluations – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her “capacity to understand the proceeding in juvenile court or to assist in the child's own defense” (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;
 - 1.4.2 Lack of Responsibility for Conduct – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and
 - 1.4.3 Psychosexual Evaluations – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.
- 1.5 Discretionary Transfer (Certification) Evaluations - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.
- 1.6 Bilingual Evaluations- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.
- 1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.
- 1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:
 - 1.8.1 Reason for Referral;
 - 1.8.2 Assessment Procedures/Sources of Information;
 - 1.8.3 Background information includes the following:
 - 1.8.3.1 Identifying data and family history;
 - 1.8.3.2 History of Presenting Problems;
 - 1.8.3.3 Developmental and Medical History;
 - 1.8.3.4 Psychiatric Treatment History;
 - 1.8.3.5 Academic History;
 - 1.8.3.6 Legal History; and
 - 1.8.3.7 Substance Abuse History.
 - 1.8.4 Behavioral Observations;
 - 1.8.5 Test Results includes the following:

- 1.8.5.1 Intelligence / Cognitive Testing
- 1.8.5.2 Academic Achievement Testing
- 1.8.5.3 Emotional / Personality Testing
- 1.8.5.4 Any other specific categories included
- 1.8.6 DSM-5 Diagnosis; and
- 1.8.7 Summary and Recommendations should include the following:
 - 1.8.7.1 Recommendations should be numbered or bulleted.
 - 1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.
- 1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.
- 1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, 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 additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Number of evaluations performed.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;
 - 3.3.2 90% of evaluations performed were completed within agreed time frames;
 - 3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;
 - 3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;
 - 3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:
 - 4.1.2 Standard Psychological Evaluations \$700
 - 4.1.3 Specialized Psychological Evaluations \$800
 - 4.1.3.1 Fitness to Proceed Evaluations
 - 4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

- 4.1.4 Discretionary Transfer (Adult Certification) Evaluations \$900
- 4.1.5 Bilingual Evaluations \$200

(add-on fee to all the above evaluations)

- 4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- 4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111
- 4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 The PROVIDER shall ensure that its staff, 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, interview and the administration of questionnaires to the staff of PROVIDER and the children 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

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not re-disclose the information except as required to perform the services pursuant to this Contract, 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 TCJS 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 TERMINATION

16.1 Either party may terminate this Contract by:

- 16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,
- 16.1.2 Providing, in the written notice, the date of termination; and
- 16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth 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 of the PROVIDER.

17 DEFAULT

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

- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 17.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
- 17.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

17.1 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.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 PARTIES ADDRESSES

COUNTY
Tim O'Hare
County Judge
100 E. Weatherford Street
Fort Worth, Texas 76196

PROVIDER
Lara Hastings PsyD PA
15851 Dalla Parkway, Suite 600
Addison, TX 75001
972-365-5921

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' 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 TJJJ administrative rules regarding abuse, neglect, and exploitation allegations; and

2023-10-01
23:11

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

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

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation 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, 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 the 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists. (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

"Lara Hastings PsyD PA acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

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

APPROVED on this the 17th day of September, 2024, by Commissioners Court Order Number 143919

TARRANT COUNTY
STATE OF TEXAS

Lara Hastings PsyD PA

[Signature] 9/17/24
Date
Alex Kim
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

[Signature] 09/11/24
Date
Lara Hastings PsyD PA
15851 Dallas Parkway, Suite 600
Addison, TX 75001

* Funds available for the contracts approved pursuant to this communication are \$155,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

COUNTY OF TARRANT
STATE OF TEXAS

\$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2025 Operating Budget

[Signature] 9/17/2024
Date
Tim O'Hare
County Judge

10000-2025/4132500000/585143

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 0.00

James Marvin Nichols 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.

County:



STATE OF TEXAS

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§

323RD DISTRICT COURT CONTRACT
FOR JUVENILE FORENSIC
ASSESSMENT SERVICES WITH
DFW Mental Healthcare Services, PLLC

COUNTY OF TARRANT

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and DFW Mental Healthcare Services, PLLC, hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.
- i.2 PROVIDER agrees to conduct the following assessments for COUNTY:
 - 1.2.1 Standard Evaluation
 - 1.2.2 Bilingual Evaluations
- 1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:
 - 1.3.1 Clinical interview with youth;
 - 1.3.2 Clinical interview with parent/guardian
 - 1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);
 - 1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2);
 - 1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);
 - 1.3.6 Personality assessment and problem-specific measures, as appropriate;
 - 1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;
 - 1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and
 - 1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

- 1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.
 - 1.4.1 **Fitness to Proceed Evaluations** – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;
 - 1.4.2 **Lack of Responsibility for Conduct** – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary;
 - 1.4.3 **Psychosexual Evaluations** – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results
- 1.5 **Discretionary Transfer (Certification) Evaluations** - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.
- 1.6 **Bilingual Evaluations**- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.
- 1.7 **PROVIDER** will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. **COUNTY** will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.
- 1.8 **PROVIDER** agrees to general reports sections and appropriate sub-headings within these sections as follows:
 - 1.8.1 **Reason for Referral;**
 - 1.8.2 **Assessment Procedures/Sources of Information;**
 - 1.8.3 **Background information includes the following:**
 - 1.8.3.1 **Identifying data and family history;**
 - 1.8.3.2 **History of Presenting Problems;**
 - 1.8.3.3 **Developmental and Medical History;**
 - 1.8.3.4 **Psychiatric Treatment History;**
 - 1.8.3.5 **Academic History;**
 - 1.8.3.6 **Legal History; and**
 - 1.8.3.7 **Substance Abuse History.**
 - 1.8.4 **Behavioral Observations;**
 - 1.8.5 **Test Results includes the following:**

- 1.8.5.1 Intelligence / Cognitive Testing
- 1.8.5.2 Academic Achievement Testing
- 1.8.5.3 Emotional / Personality Testing
- 1.8.5.4 Any other specific categories included
- 1.8.6 DSM-5 Diagnosis; and
- 1.8.7 Summary and Recommendations should include the following:
 - 1.8.7.1 Recommendations should be numbered or bulleted.
 - 1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.
- 1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.
- 1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, 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 additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Number of evaluations performed.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;
 - 3.3.2 90% of evaluations performed were completed within agreed time frames;
 - 3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;
 - 3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;
 - 3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:
 - 4.1.2 Standard Psychological Evaluations.....\$700
 - 4.1.3 Specialized Psychological Evaluations\$800
 - 4.1.3.1 Fitness to Proceed Evaluations
 - 4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

- 4.1.4 Discretionary Transfer (Adult Certification) Evaluations \$900
- 4.1.5 Bilingual Evaluations \$200

(add-on fee to all the above evaluations)

- 4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- 4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111
- 4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 The PROVIDER shall ensure that its staff, 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, interview and the administration of questionnaires to the staff of PROVIDER and the children 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

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not disclose the information except as required to perform the services pursuant to this Contract, 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 TCJS 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 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth 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 of the PROVIDER.

17 DEFAULT

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

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

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

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

17.2 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.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 PARTIES ADDRESSES

COUNTY
Tim O'Hare
County Judge
100 E. Weatherford Street
Fort Worth, Texas 76196

PROVIDER
DFW Mental Healthcare Services, PLLC
4500 Mercantile Plaza Dr, Suite 300
Fort Worth, TX 76137
800-377-0998

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' AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

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

23 REPRESENTATION AND WARRANTIES

- 23.1 PROVIDER hereby represents and warrants the following:
 - 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract,
 - 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof,
 - 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
 - 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
 - 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both

English and Spanish language versions of the following official notice forms that are available on the TJJJ website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

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

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

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

- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists. (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

“DFW Mental Healthcare Services, PLLC acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment “C”, with the Texas Ethics Commission as required by law”.

30 DISCLOSURE

30 DISCLOSURE

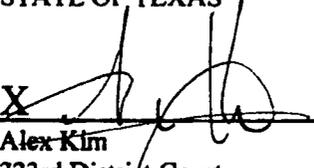
30 DISCLOSURE

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

APPROVED on this the 17th day of September, 2024, by Commissioners Court Order Number 143919

TARRANT COUNTY
STATE OF TEXAS

DFW Mental Healthcare Services, PLLC

X  9/16/24
Date
Alex Kim
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111

X  9/16/24
Date
Lisa Bellah, Ph.D.
4500 Mercantile Plaza Dr., Suite 300
Fort Worth, TX 76137

COUNTY OF TARRANT
STATE OF TEXAS

*Funds available for the contracts approved pursuant to this communication are \$155,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

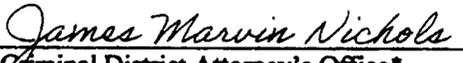
 9/17/2024
Date
Tim O'Hare
County Judge

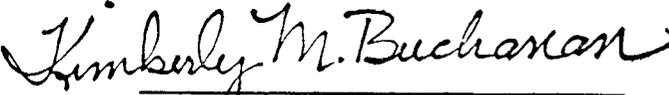
\$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2025 Operating Budget

10000-2025/4132500000/585143

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 0.00


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.



STATE OF TEXAS

COUNTY OF TARRANT

§ 323RD DISTRICT COURT CONTRACT
§ FOR JUVENILE FORENSIC ASSESSMENT
§ SERVICES WITH BALANCE FORENSIC &
§ GENERAL PSYCHOLOGICAL SERVICES, INC.

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Balance Forensic & General Psychological Services, Inc., hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.
- 1.2 PROVIDER agrees to conduct the following assessments for COUNTY:
 - 1.2.1 Standard Evaluation
 - 1.2.2 Fitness to Proceed Evaluation
 - 1.2.3 Responsibility for Conduct
 - 1.2.4 Psychosexual Evaluation
 - 1.2.5 Discretionary Transfer (Adult Certification)
- 1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:
 - 1.3.1 Clinical interview with youth;
 - 1.3.2 Clinical interview with parent/guardian
 - 1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);
 - 1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2));
 - 1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);
 - 1.3.6 Personality assessment and problem-specific measures, as appropriate;
 - 1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;
 - 1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and

**RFQ 2023-141 – Juvenile Forensic Assessment Services – Balance
Forensic & General Psychological Services, Inc.
October 1, 2024 – September 30, 2025**

- 1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.
- 1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.
 - 1.4.1 **Fitness to Proceed Evaluations** – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;
 - 1.4.2 **Lack of Responsibility for Conduct** – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and
 - 1.4.3 **Psychosexual Evaluations** – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.
- 1.5 **Discretionary Transfer (Certification) Evaluations** - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.
- 1.6 **Bilingual Evaluations**- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.
- 1.7 PROVIDER will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. COUNTY will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.
- 1.8 PROVIDER agrees to general reports sections and appropriate sub-headings within these sections as follows:
 - 1.8.1 Reason for Referral;
 - 1.8.2 Assessment Procedures/Sources of Information;
 - 1.8.3 Background information includes the following:
 - 1.8.3.1 Identifying data and family history;
 - 1.8.3.2 History of Presenting Problems;
 - 1.8.3.3 Developmental and Medical History;
 - 1.8.3.4 Psychiatric Treatment History;
 - 1.8.3.5 Academic History;
 - 1.8.3.6 Legal History; and
 - 1.8.3.7 Substance Abuse History.

- 1.8.4 Behavioral Observations:
- 1.8.5 Test Results includes the following:
 - 1.8.5.1 Intelligence / Cognitive Testing
 - 1.8.5.2 Academic Achievement Testing
 - 1.8.5.3 Emotional / Personality Testing
 - 1.8.5.4 Any other specific categories included
- 1.8.6 DSM-5 Diagnosis; and
- 1.8.7 Summary and Recommendations should include the following:
 - 1.8.7.1 Recommendations should be numbered or bulleted.
 - 1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.
- 1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.
- 1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, 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 additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Number of evaluations performed.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;
 - 3.3.2 90% of evaluations performed were completed within agreed time frames;
 - 3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;
 - 3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;
 - 3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:
 - 4.1.2 Standard Psychological Evaluations..... \$700

- 4.1.3 Specialized Psychological Evaluations \$800
 - 4.1.3.1 Fitness to Proceed Evaluations
 - 4.1.3.2 Lack of Responsibility for Conduct Evaluations
 - 4.1.3.3 Psychosexual Evaluations
- 4.1.4 Discretionary Transfer (Adult Certification) Evaluations \$900
- 4.1.5 Bilingual Evaluations \$200
(add-on fee to all the above evaluations)
- 4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- 4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111
- 4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 The PROVIDER shall ensure that its staff, 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, interview and the administration of questionnaires to the staff of PROVIDER and the children 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

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not disclose the information except as required to perform the services pursuant to this Contract, 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 TCJS 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 TERMINATION

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth 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 of the PROVIDER.

17 DEFAULT

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

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

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

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

17.2 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.

18 LIQUIDATED DAMAGES

18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 PARTIES ADDRESSES

COUNTY
Tim O'Hare
County Judge
100 E. Weatherford Street
Fort Worth, Texas 76196

PROVIDER
Balance Forensic & General Psychological Services, Inc.
910 Collier St., Suite 210
Fort Worth, TX 76102
817-348-8685

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' 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,

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

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

- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

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

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation 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, 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 the 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists. (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

"Balance Forensic & General Psychological Services, Inc. acknowledges and agrees that he has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

202

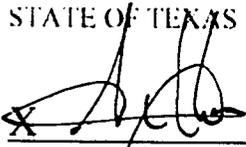
RFQ 2023-141 – Juvenile Forensic Assessment Services – Balance
Forensic & General Psychological Services, Inc.
October 1, 2024 – September 30, 2025

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

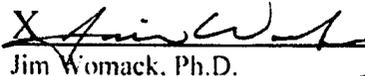
APPROVED on this the 17th day of September, 2024, by Commissioners Court Order Number 143919

TARRANT COUNTY
STATE OF TEXAS

Balance Forensic & General Psychological
Services, Inc.



Alex Kim, Date
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111



Jim Womack, Ph.D., Date 9-2-24
910 Collier St., Suite 210
Fort Worth, TX 76102

COUNTY OF TARRANT
STATE OF TEXAS

*Funds available for the contracts approved pursuant to this communication are \$155,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

\$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2025 Operating Budget



Tim O'Hare, Date
County Judge

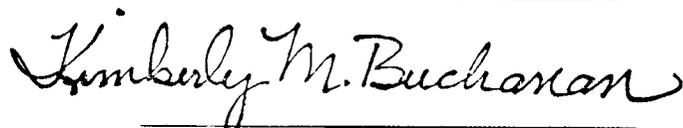
9/17/2024
10000-2025/4132500000/585143

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 0.00



James Marwin 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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§
§
§

323RD DISTRICT COURT CONTRACT
FOR JUVENILE FORENSIC
ASSESSMENT SERVICES WITH
PARNELL RYAN, PH.D.

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Parnell Ryan, Ph.D., hereinafter referred to as ("PROVIDER"), for the provision of Juvenile Forensic Assessment Services. The Commissioners Court finds that this Contract serves a public purpose for the provision of providing forensic assessment services for clients supervised by Tarrant Juvenile Services and/or under jurisdiction of the 323rd District Court.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2023-141.
- 1.2 PROVIDER agrees to conduct the following assessments for COUNTY:
 - 1.2.1 Standard Evaluation
 - 1.2.2 Fitness to Proceed Evaluation
 - 1.2.3 Psychosexual Evaluation
- 1.3 The Standard Psychological Evaluation should provide information about a youth's diagnosis, treatment needs and/or level of intellectual functioning. Given the prevalence of adverse childhood experiences, substance abuse, and learning difficulties contributing to emotional and behavioral issues among the juvenile justice population, these domains should be thoroughly assessed. The results of the evaluation are needed to assist in disposition decisions by the court or in case planning in order to provide the most appropriate interventions available while the youth is being served by the probation department. This type of evaluation should not include inquiry or discussion of any pending offenses with the youth. In order to answer the referral question, the psychological evaluation will typically need to include the following:
 - 1.3.1 Clinical interview with youth;
 - 1.3.2 Clinical interview with parent/guardian
 - 1.3.3 Collateral contacts where possible (e.g., contact with therapists or probation officers, etc.);
 - 1.3.4 Comprehensive assessment of intellectual abilities (e.g., WISC-V or RIAS-2);
 - 1.3.5 Estimate of academic achievement (e.g., WRAT-4 including all subtests);
 - 1.3.6 Personality assessment and problem-specific measures, as appropriate;
 - 1.3.7 DSM-5 diagnostic formulation, including any substance abuse diagnoses;
 - 1.3.8 Treatment recommendations including the recommended type of treatment and most appropriate level of care (e.g., outpatient, residential, etc..) as well as prognosis (including identification of any individual or systemic issues that may impact treatment planning, as well as recommendations to address potential barriers to treatment); and
 - 1.3.9 If the youth has a history of arson, the evaluation should also include an opinion on the youth's propensity for future fire-setting as well as an explanation of the basis for the opinion.

- 1.4 Specialized evaluations require specialized skills or credentials of the evaluator as well as often requiring variations in the assessment procedures or use of specialized assessment tools. It is expected that clinicians will address the specific referral questions according to current professional standards of practice.
 - 1.4.1 **Fitness to Proceed Evaluations** – The purpose of evaluation is to determine if the child has a mental illness or intellectual disability that interferes with his/her "capacity to understand the proceeding in juvenile court or to assist in the child's own defense" (Texas Family Code §55.31). Evaluations must consider relevant factors required in Texas Family Code 55.31 (d) and report must comply with requirements in 55.31 (e). Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question;
 - 1.4.2 **Lack of Responsibility for Conduct** – Evaluation is to determine if, at the time of alleged offenses was committed, the youth lacked the substantial capacity to appreciate the wrongfulness of the conduct or to conform his/her conduct to the requirements of the law (Texas Family Code §55.51) as a result of mental illness or intellectual disability. Traditional assessment measures may be needed to establish diagnoses but will not be sufficient to answer the specific forensic question. Specific interview questions or specialized assessment measures focused on issues related to responsibility for conduct are necessary; and
 - 1.4.3 **Psychosexual Evaluations** – Evaluation is to determine the youth's risk for sexual recidivism and to provide a recommendation to the court and the most appropriate type and intensity of intervention. Evaluation typically requires all components of the standard psychological evaluation described above as well as specific assessment of risk factors associated with sexual recidivism. Protective factors in the youth and/or family should also be identified and included in the evaluation results.
- 1.5 **Discretionary Transfer (Certification) Evaluations** - Evaluations are requested in order to assist the court in cases where a petition for Discretionary Transfer to Criminal Court (Texas Family Code §54.02) has been filed. The primary questions to be answered in these evaluations are related to the level of sophistication and maturity of the child, the level of risk the child poses to the community and the child's amenability to treatment within the juvenile system. This typically requires all components of the standard psychological evaluation above, as well as more extensive collateral contacts and specific forensic measures related to risk of re-offending and treatment amenability.
- 1.6 **Bilingual Evaluations**- Assessments of a youth whose primary language is not English. The specific referral question could fall into any of the other categories. It is preferable that these evaluations be conducted fully in the youth's primary language, including the use of assessment measures validated for use with non-English speaking populations.
- 1.7 **PROVIDER** will conduct assessments at the Juvenile Center at 2701 Kimbo Road, unless otherwise specified. **COUNTY** will provide all available client background information as well as the specific reason for referral prior to the scheduled evaluation.
- 1.8 **PROVIDER** agrees to general reports sections and appropriate sub-headings within these sections as follows:
 - 1.8.1 **Reason for Referral**;
 - 1.8.2 **Assessment Procedures/Sources of Information**;
 - 1.8.3 **Background information includes the following**:
 - 1.8.3.1 **Identifying data and family history**;
 - 1.8.3.2 **History of Presenting Problems**;
 - 1.8.3.3 **Developmental and Medical History**;
 - 1.8.3.4 **Psychiatric Treatment History**;
 - 1.8.3.5 **Academic History**;
 - 1.8.3.6 **Legal History**; and
 - 1.8.3.7 **Substance Abuse History**.
 - 1.8.4 **Behavioral Observations**;
 - 1.8.5 **Test Results includes the following**:

- 1.8.5.1 Intelligence / Cognitive Testing
- 1.8.5.2 Academic Achievement Testing
- 1.8.5.3 Emotional / Personality Testing
- 1.8.5.4 Any other specific categories included
- 1.8.6 DSM-5 Diagnosis; and
- 1.8.7 Summary and Recommendations should include the following:
 - 1.8.7.1 Recommendations should be numbered or bulleted.
 - 1.8.7.2 Appropriate interventions and described type(s) of intervention and appropriate level of intensity, rather than naming specific programs. If PROVIDER determines that it is unlikely that the type of intervention is available, notation of such should be included in the report.
- 1.9 The PROVIDER may utilize supervised clinicians to conduct a portion of the testing, provided that the PROVIDER meets directly with the juvenile and PROVIDER is responsible for the evaluation and final report, including any required courtroom testimony. Final reports should specify any portion of the evaluation conducted by supervised clinician as well as providing the name, title and credentials of that person.
- 1.10 Once PROVIDER submits to COUNTY the report, any further consultation services must be facilitated through COUNTY.

2 TERM

This Contract begins on October 1, 2024, and concludes on September 30, 2025.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, 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 additionally evaluate PROVIDER by the following output measures:
 - 3.2.1 Number of evaluations performed.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.3.1 95% of evaluations scheduled were able to obtain substantial engagement of the youth in the evaluation process resulting in valid findings;
 - 3.3.2 90% of evaluations performed were completed within agreed time frames;
 - 3.3.3 90% of evaluations completed comprehensively addressed the reason for "referral" without the need for addenda;
 - 3.3.4 90% of evaluations materials used relied on empirically-validated, up-to-date, test materials;
 - 3.3.5 98% of evaluations scheduled were completed at agreed location.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$155,000 annually, pursuant to this Contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:
 - 4.1.1 COUNTY will reimburse PROVIDER based on the following fee schedule:
 - 4.1.2 Standard Psychological Evaluations..... \$700
 - 4.1.3 Specialized Psychological Evaluations \$800
 - 4.1.3.1 Fitness to Proceed Evaluations
 - 4.1.3.2 Lack of Responsibility for Conduct Evaluations

4.1.3.3 Psychosexual Evaluations

- 4.1.4 Discretionary Transfer (Adult Certification) Evaluations \$900
- 4.1.5 Bilingual Evaluations \$200

(add-on fee to all the above evaluations)

- 4.1.6 Services that are provided beyond the evaluation services outlined above, such as court testimony, consultation, or offering opinions based on records reviews, should be invoiced according to standard units of service or hourly rates. Providers seeking higher payment for an evaluation due to a high volume of records to be reviewed or other complicating matters should seek prior approval from the department to bill this additional time at the standard unit of service or hourly rate. The department may also be invoiced for actual time spent in the case of youth who do not appear for their appointments.
- 4.1.7 PROVIDER may invoice the department for services provided on a per service or monthly basis. The invoice should include the name of the person evaluated, date of service, type of evaluation administered, and amount owed. PROVIDER will send invoices to Tarrant County Juvenile Services, ATTN: Jennifer Batten, 2701 Kimbo Road, Fort Worth, TX 76111
- 4.1.8 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 The PROVIDER shall ensure that its staff, 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, interview and the administration of questionnaires to the staff of PROVIDER and the children 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

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles and shall not disclose the information except as required to perform the services pursuant to this Contract, 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 TCJS 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 TERMINATION

No officer

16.1 Either party may terminate this Contract by:

16.1.1 Providing written notice to the other party at least thirty (30) days prior to the intended date of termination,

16.1.2 Providing, in the written notice, the date of termination; and

16.1.3 Sending the written notice by certified mail, return receipt requested to the party at its address listed herein.

16.2 If at any time during the term of this Contract COUNTY, in its sole discretion, determines that the safety of youth 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 of the PROVIDER.

17 DEFAULT

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

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

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

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

17.1 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.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this contract term.

19 PARTIES ADDRESSES

COUNTY
Tim O'Hare
County Judge
100 E. Weatherford Street
Fort Worth, Texas 76196

PROVIDER
Parnell Ryan, Ph.D.
3609 Smith Barry Road., Suite 150
Pantego, TX 76013
682-551-4729

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' 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 TJJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

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

25 VENUE

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

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation 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, 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 the 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.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check and a child abuse registry check in the manner specific and in accordance with the Prison Rape Elimination Act and TJJD standards. Certain employees may be prohibited from providing services to youth under this contract.
- 26.10 The PROVIDER agrees that any employee prior to providing services under this contract will be required to attend Orientation Training and Prison Rape Elimination Act Training provided by TCJS.
- 26.11 (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists. (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

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

APPROVED on this the 17th day of September, 2024, by Commissioners Court Order Number 143919

TARRANT COUNTY
STATE OF TEXAS

Parnell Ryan, Ph.D.



Alex Kim
323rd District Court
2701 Kimbo Road, Fort Worth, TX 76111
Date 9/12/24



Parnell Ryan, Ph.D.
3609 Smith Barry Road, Suite 150
Pantego, TX 76013
Date 9/5/2024

* Funds available for the contracts approved pursuant to this communication are \$155,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

\$155,000 is contingent upon Commissioners Court approval of Fiscal Year 2025 Operating Budget

COUNTY OF TARRANT
STATE OF TEXAS

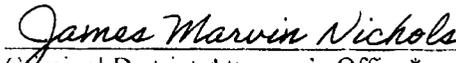


Tim O'Hare
County Judge
Date 9/17/2024

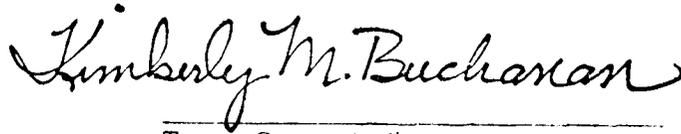
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APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 0.00



James Marwin 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