

**STATE OF TEXAS**

**CONTRACT FOR SERVICES**

**COUNTY OF TARRANT**

**BACKGROUND**

This Contract for Services is between Tarrant County, Texas ("COUNTY") and Jessica Batts, Psy. D., LCDC, Professional Services ("PROVIDER") for the provision of first offender education services to the participants of the Tarrant County First Offender Drug Program. The Commissioners Court finds that this contract serves a public purpose in protecting the public welfare of the citizens of Tarrant County, Texas.

**CONTRACT FOR SERVICES**

**1. SCOPE OF SERVICES**

PROVIDER will provide certain mental health services for participants of the Tarrant County First Offenders Drug Program as specified by the program manager. The Provider agrees to provide the following services:

- 1.1 Substance Abuse Education Classes
- 1.2 Written certificates of completion for each participant assigned to treatment; and
- 1.3 Access to applicable records upon 30 days written notice while maintaining legally required confidentiality of medical and mental health information.

**2. TERM**

This contract begins on November 1, 2022 and concludes on September 30, 2023.

**3. COST**

The COUNTY will pay no more than \$75.00 for a 6 hour Drug Education Class. During the term of this contract, COUNTY will pay no more than \$10,000.00 the total budgeted by Tarrant County for Jessica Batts, Psy. D., LCDC. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed in accord with this contract;
- 3.2 PROVIDER will send a monthly invoice to Tarrant County Criminal Courts Administration Office, 401 W. Belknap, 6th Floor, Fort Worth, Texas 76196;
- 3.3 PROVIDER'S invoice will detail the number of sessions provided and the rate

**4. FINANCIAL RESPONSIBILITY**

PROVIDER IS RESPONSIBLE FOR ITS INCURRED EXPENSES IN PERFORMING THIS CONTRACT.

**5. INDEMNIFICATION**

*TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, VENDOR. AGREES TO indemnify, save, and hold harmless the COUNTY from all costs or damages arising out of VENDOR's negligence or out of any real or asserted claim or cause of action*

against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by **VENDOR's** negligence or any act, omission, neglect or misconduct of the said **VENDOR**, its agents, servants, and employees.

**6. 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**.

**7. ASSIGNMENT**

Neither party may assign this contract without prior written consent of the other party.

**8. 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. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

**9. MISCELLANEOUS**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The law of the State of Texas governs this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

**10. TERMINATION**

Either party may terminate this contract without cause by:

- 10.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 10.2 Providing in the written notice the date of termination; and
- 10.3 Sending the written notice by certified mail return receipt requested to the party at its address.

**11. CHOICE OF LAW AND VENUE**

This contract will be governed by the laws of the State of Texas without giving effect to conflict of law provisions or principles. Venue for any litigation related to or arising from this contract will be in the state or federal district courts located in Fort Worth, Texas.

**12. VERIFICATION**

**VENDOR** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. **VENDOR** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

**13. FORM 1295 ACKNOWLEDGEMENT**

Provider acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”

**14. PARTIES ADDRESSES**  
**COUNTY**

Tarrant County FODP  
Attn: Cheryl Bennett-Wright  
401 W. Belknap  
Fort Worth Texas 76196

**PROVIDER**  
Jessica Batts, Psy. D., LCDC  
5601 Bridge Street  
Fort Worth, TX 76112

Approved on this the day of \_\_\_\_\_, 2022, by Commissioners Court Order No. \_\_\_\_\_

**TARRANT COUNTY**  
**STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_  
B. Glen Whitley County  
Judge

  
\_\_\_\_\_  
Jessica Batts, Psy. D., LCDC

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Criminal District Attorney's Office

\*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.

**\*\*CERTIFICATION OF FUNDS AVAILABLE FOR THE AMOUNT OF: \$10,000.00**

\_\_\_\_\_  
Auditor's Office

\*\*Funds available for the contracts approved pursuant to this communication are \$10,000.00 for Jessica Batts, Psy.D, LCDC for substance abuse education. The total as a whole will not exceed this amount.  
T3400-2023/4192500000

## Vendor Certification Addendum to Tarrant County Contracts

This Addendum relates to the following contract: \_\_\_\_\_

Vendor Must Certify:

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

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

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

Vendor is NOT EXEMPT and Certifies as follows:

**Boycott of Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S.B. 19), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature S.B. 19) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

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

relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

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

CERTIFIED by:

Jessica Batts

Signature of Certifying Person

Jessica Batts

Printed Name of Certifying Person

Owner

Title of Certifying Person

Dr. Jessica Batts, Psy.D., LCDC, PLLC

Name of Vendor Company

10/21/22

Date Certified

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Dr. Jessica Batts, Psy. D, LCDC, PLLC  
Fort Worth, TX United States

Certificate Number:  
2022-942386

Date Filed:  
10/08/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Tarrant County First Offender' Drug Program

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
T3400-2023/4192500000  
Substance Abuse Education Classes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Jessica Batts, and my date of birth is 12/09/82.  
My address is 5601 Bridge Street, Ste. 300, Ft. Worth, TX, 76112, U.S.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 21<sup>st</sup> day of October, 2022  
(month) (year)

Jessica Batts  
Signature of authorized agent of contracting business entity  
(Declarant)