

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CONTRACT FOR CHANGEMAKERS
PROJECT FUNDING**

This contract is entered into between Tarrant County, Texas, (“COUNTY”), and Mental Health Connection of Tarrant County (“CONTRACTOR”), (collectively, the “Parties”), for the purpose of funding costs associated with the Changemakers Project, which the Commissioners Court finds serves a direct public purpose and serves the public welfare of the residents of Tarrant County.

1. SCOPE OF SERVICES

CONTRACTOR will provide services related to the Changemakers Project as outlined in Exhibit A.

2. TERM

This contract is effective upon date of signature by both parties and ends on December 31, 2024.

3. COST

COUNTY will reimburse CONTRACTOR an amount not to exceed \$65,000.00 (SIXTY-FIVE THOUSAND DOLLARS AND NO CENTS) for expenses related to the Changemakers Project. CONTRACTOR will invoice COUNTY for payment. All correct invoices presented to COUNTY will be paid within 30 days of receipt by COUNTY.

4. AGENCY-INDEPENDENT CONTRACTOR

Neither COUNTY nor any employee thereof is an agent of CONTRACTOR and neither CONTRACTOR nor any employee thereof is an agent of COUNTY. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AGAINST ANY AND ALL CLAIMS, LAWSUITS, SETTLEMENTS, JUDGMENTS, COSTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, WITH RESPECT TO AN ACT OR OMISSION ARISING FROM CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract shall be regarded as a third-party beneficiary of this contract. This contract may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

7. AUDIT OF RECORDS

COUNTY may audit CONTRACTOR during the term of this contract and as otherwise authorized by law.

8 ENTIRE CONTRACT

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. The law of the State of Texas governs this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas.

9 CONFIDENTIALITY

In the event CONTRACTOR receives confidential COUNTY information CONTRACTOR will keep that information confidential during the contract term and following termination unless CONTRACTOR is directed to disclose that information by legal proceedings. In the event CONTRACTOR becomes involved in legal proceedings regarding confidential COUNTY information, CONTRACTOR will notify the COUNTY immediately.

10. TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Tarrant County
c/o County Administrator
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196

CONTRACTOR:

Mental Health Connection of Tarrant County
c/o Virginia Hoft
3136 W 4th Street
Fort Worth, TX 76107

In the event of early contract termination by COUNTY without cause, all fees and expenses due CONTRACTOR during the 30-day notice period will be paid in full. In the event the CONTRACTOR terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by COUNTY; however, any prior approved expenses may be paid to CONTRACTOR by COUNTY. If the contract is terminated for cause by COUNTY, COUNTY will not pay fees or expenses incurred after the date of notice of termination.

11. CONFLICT OF INTEREST DISCLOSURE

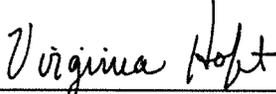
Contractor acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

SIGNED AND EXECUTED this 6th day of December, 2022.

COUNTY OF TARRANT
STATE OF TEXAS

MENTAL HEALTH CONNECTION
OF TARRANT COUNTY

B. Glen Whitley
County Judge



Virginia Hoft
Executive Director

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS:

(Criminal District Attorney)

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 reply on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT A
SCOPE OF SERVICES

Mental Health Connection (MHC) will implement the Changemakers Project to improve the wellbeing of Tarrant County communities, specifically related to trauma and the effects of trauma. MHC will hire Alison Jackson-Dyer to train 25 community leaders and trusted community members on the impact of trauma and adversity along with resilience and tactical skills and support to carry this information to their respective communities. Along with training, MHC will work with Dr. Emily Spence to develop measurement tools and an evaluation plan; summarize and analyze collected data; and create focus groups to evaluate outcomes.

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.
 Mental Health Connection
 FORT WORTH, TX United States

Certificate Number:
 2022-958971

Date Filed:
 11/28/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Mental Health Connection of Tarrant County

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.
 Changemakers
 Mental Health Connection will implement and coordinate training for community members and leaders in order to develop awareness and educate others about the impact of trauma and resiliency.

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 _____ VIRGINIA HOFT _____, and my date of birth is ___ 8/29/56 ___.

My address is _____ 6015 PINWOOD CIRCLE _____, _____ ARLINGTON _____, TX, _____ 76001, _____ USA _____
 (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 ___ 30 ___ day of ___ NOV ___, 2022_.
 (month) (year)

Virginia Hoft

 Signature of authorized agent of contracting business entity
 (Declarant)