

STATE OF TEXAS

§

FY24

COUNTY OF LUBBOCK

§

MENTAL HEALTH SERVICES



WHEREAS, **LUBBOCK COUNTY** has determined there is a need to provide for Mental Health Services at the **LUBBOCK COUNTY JUVENILE JUSTICE CENTER (LCJJC)**; and

WHEREAS, **LUBBOCK COUNTY** has reviewed a proposal from the **TEXAS TECH UNIVERSITY on behalf of the FAMILY THERAPY CLINIC (TTUFTC)**; and

WHEREAS, **LUBBOCK COUNTY** has determined that the **TTUFTC** can best provide Mental Health Services to **LUBBOCK COUNTY**; and

WHEREAS, this Agreement is made between **TTUFTC** hereinafter referred to as "**CONTRACTOR**" and **LUBBOCK COUNTY, TEXAS** hereinafter referred to as "**COUNTY**" acting by and through its duly authorized representative Lubbock County Judge Curtis Parrish

NOW THEREFORE, the parties agree as follows:

ARTICLE I

RETENTION OF CONTRACTOR

COUNTY hereby retains **CONTRACTOR** as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II

TERM OF AGREEMENT

Regardless of the date of execution, the Agreement period for the Agreement shall begin on the first day of September 2023 and will terminate on the last day of August 2024 unless terminated before the expiration date. Thereafter, this Agreement shall automatically renew annually. Should any terms of this Contract change, the Parties shall enter into a written modification to this Contract.

ARTICLE III

CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for **COUNTY** under this Agreement and shall provide **COUNTY** with current copies of all licensure, credentialing and insurance information as required by State

law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV **TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement THIRTY (30) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of **CONTRACTOR**.
2. **CONTRACTOR** abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of **CONTRACTOR** to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of **CONTRACTOR** which would substantially interfere with the performance of the duties set out herein.
5. Failure by **COUNTY** to cure any default or breach under this Agreement within ten (10) days after giving notice in writing.
6. Whenever **CONTRACTOR** and **COUNTY** mutually agree to termination in writing.

Upon termination of this Agreement under any provision, **CONTRACTOR** shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by **COUNTY** to fulfill **CONTRACTOR's** obligations under this Agreement.

ARTICLE V **DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in Attachment A, Mental Health Services, which by this reference is incorporated in full into this Agreement.

ARTICLE VI
DUTIES OF COUNTY

COUNTY shall make payments to **CONTRACTOR** as specified in ARTICLE VII.

ARTICLE VII
RATES

COUNTY shall pay directly to **CONTRACTOR** in accordance with the provisions contained in Attachment B, Mental Health Services Rates, which by this reference is incorporated in full into this Agreement.

Payments will be made in monthly installments after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month. **COUNTY** shall make all payments to **CONTRACTOR** and shall under no circumstances make any payments directly to **CONTRACTOR'S** personnel for any services rendered to **COUNTY**.

ARTICLE VIII
FUNDING

Funds for payment have been provided through the Lubbock County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the current Lubbock County fiscal year shall be subject to budget approval. All payments due hereunder shall be made from revenues currently available to Lubbock County.

ARTICLE IX
RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that **COUNTY** shall not withhold from compensation payable to **CONTRACTOR** any sums for income tax, unemployment insurance, social security, or other withholding pursuant to any law or required by any governmental authority, and that payments of such amounts as may be required by law are and shall be the responsibility for **CONTRACTOR** (unless exempt).

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other, nor shall any provision of this Agreement create any right in **COUNTY** to exercise control or direction over the business of **CONTRACTOR** provided, however, that all services provided to **COUNTY** hereunder shall be provided and delivered at all times in a manner consistent with the standards of **CONTRACTOR's** profession, the terms of this Agreement, and all applicable laws, rules, and regulations of authorities having jurisdiction over **COUNTY**.

Personnel provided by **CONTRACTOR** are not employees of **COUNTY** nor are they entitled to any direct compensation nor any benefits or rights of **COUNTY** employees as from time to time may be established, and shall provide services for the benefit of **COUNTY** through **CONTRACTOR** and only pursuant to this Agreement.

COUNTY has hired contractor to provide Mental Health Services for youth served through the Lubbock County Juvenile Justice Center. As such, **CONTRACTOR** has the duty and obligation to perform all obligations to **COUNTY** under this Agreement in the highest professional manner. No property owned by or referencing **COUNTY**, or any of its subdivisions, shall be used by any employee, staff member, or representative of **CONTRACTOR** without express approval by the authorized **COUNTY** representative, and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE X **INSURANCE**

CONTRACTOR, at no cost to **COUNTY**, shall make available to departments for purchase at all times Professional Liability Student Blanket Medical Liability Insurance with a limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. **COUNTY** may request evidence of each student's policy.

ARTICLE XI **INDEMNIFICATION**

To the extent permitted and not otherwise prohibited under Texas law, **CONTRACTOR** shall indemnify and hold **COUNTY** harmless from and against any and all claims, demands, costs, expenses, liabilities and losses which may arise out of any acts or failure to act of **CONTRACTOR**, its employees or agents in connection with the performance of services pursuant to this Agreement.

ARTICLE XII

MISCELLANEOUS

This Agreement, and Attachments A and B, constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties.

This Agreement supersedes all other prior agreements, either oral or written, between the parties with respect to the professional services to be provided by **CONTRACTOR** to **COUNTY**, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement, and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and venue shall be in Lubbock County, Texas.

ARTICLE XIII

PRISON RAPE ELIMINATION ACT

1. **CONTRACTOR** shall comply with federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
2. Under PREA, **CONTRACTOR** shall make available to the **COUNTY** PREA coordinator all contract employees to submit to appropriate background checks including the "Child Abuse Registry." Every Contractor employee must undergo a training certified by the PREA coordinator as meeting the

requirements of the PREA. All background checks and training's must be completed before beginning any activities at the **COUNTY**.

ARTICLE XIV

GENERAL

1. To the extent required by applicable law, **CONTRACTOR** will disclose to **COUNTY** any known, pending, or initiated criminal or governmental investigations and results/findings by, but not limited to, the Federal Bureau of Investigation, Department of Justice, Texas Department of Juvenile Justice, Texas Health and Human Services Commission, Texas Attorney General's Office, any local or state law enforcement entity related to **CONTRACTOR**, its employees, administrators, contractors, or advisory board members. **CONTRACTOR** and the **COUNTY** both acknowledge and understand providing placement to juveniles involved in criminal justice proceedings, subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny that it would otherwise in a private setting. Both **CONTRACTOR** and **COUNTY** understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee or **CONTRACTOR** staff member may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

ARTICLE XV

NOTICES

Except as expressly provided herein, any notice required or permitted to be given under this Agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid to the authorized representative at the address shown below:

CONTRACTOR:

Nicole Piland, PhD, LMFT
FTC Director
PO Box 41250
Lubbock, Texas 79409

COUNTY:

Curtis Parris,
County Judge
PO Box 10536
Lubbock, Texas 79408

COPY TO:

Procurement Services
PO Box 41094
Lubbock, Texas 79409
contracting@ttu.edu

COPY TO:

William A. Carter, II
Director
Lubbock County Juvenile Justice Center
PO Box 10536
Lubbock, Texas 79408

XVI.

AGREEMENT PERIOD

Regardless of the date of the execution of this Agreement and Contract, it will be effective from September 1, 2022, and terminate August 31, 2023, unless terminated before the expiration date. Thereafter, this Agreement shall automatically renew annually

TEXAS TECH UNIVERSITY:

LUBBOCK COUNTY:

Nicole Piland, PhD, LMFT
Family Therapy Clinic Director

Curtis Parrish
County Judge

Date Signed: -----

Date Signed:-----

APPROVED FOR CONTENT:

Jennifer Adling
Chief Procurement Officer
Date Signed: -----

William A. Carter, II, Director
Lubbock Co. Juvenile Justice Center

REVIEWED FOR FORM ONLY:

Marlise Boyles
Lubbock County District Attorney's Office
Civil Division

LUBBOCK COUNTY JUVENILE BOARD

By: _____

Douglas Freitag

Juvenile Board Chairman

District Judge

Date Signed: _____

ATTACHMENT A

Mental Health Service Description

Services to be provided:

TTUFTC: The TTUFTC is a campus-based mental health clinic designed to support the training and professional development of master and doctoral level graduate students pursuing their degree and license in Marriage and Family Therapy. Individual, couple and family therapy services are available to residents of Lubbock and surrounding communities. Service fees are based on a sliding fee scale in order to facilitate increased access to mental health services for those who are medically uninsured.

TTUFTC Contract Responsibilities: TTUFTC plans to assign CMFT students/therapists-in-training for direct service delivery to juveniles who reside at the LCJJC (and their families).

- I. **RESIDENTIAL SERVICES:** weekly curriculum-based social skills, problem-solving and anger management groups assigned by residential cluster. In addition, individual and family therapy sessions will be provided to LCJJC residents. *Determination of curricula will be a collaborative effort between TTUFTC and LCJJC. However, LCJJC will have ultimate control of curricula utilized in programming.*

- II. **PROBATION SERVICES:** site-based therapeutic services will be provided on an ongoing basis. Weekly group family therapy sessions will be completed as continuity of care for youth released from residential treatment programs. *Choice of curricula will be a collaborative effort between TTUFTC and LCJJC. However, LCJJC will have ultimate control of curricula utilized in programming.*

- III. **CRISIS ASSESSMENT SERVICES:** will include on-call risk assessments for detention and residential residents. *Determination of curricula will be a collaborative effort between TTUFTC and LCJJC. However, LCJJC will have ultimate control of curricula utilized in programming.*

- IV. **CLINICAL SUPERVISION** of mental health service providers will be conducted by TTU Couple, Marriage & Family Therapy faculty.

- V. **ADMINISTRATIVE ASSISTANCE** duties related to the tracking and management of documentation and data entry for service delivery will be provided.

ATTACHMENT B
(Mental Health Services Rates)

SERVICE CATEGORY	QUANTITY	HOURS/MO	RATE/HR	ANNUAL ESTIMATE
Residential**				
Individual Therapy	3 Clusters x 12 Beds = 36 sessions/wk	72 Hours/Mo	\$25/Hr	\$21,600
Group Therapy	3 Clusters x 2 Groups = 6 groups/wk	24 Hours/Mo	\$45/Hr	\$12,960
Family Therapy	36 Residents x 2 sessions/mo = 72/mo	72 Hours/Mo	\$35/Hr	\$30,240
Probation				
Aftercare Group	1 group/wk	4 groups/Mo	\$45/Hr	\$2,160
Crisis Assessments***				
Residential	1-5/wk	~20/Mo	\$25/Hr	\$6,000
Detention	1-5/wk	~20/Mo	\$25/Hr	\$6,000
Clinical Supervision				
	1hr/wk	4/Mo	\$100/Hr	\$4,800
Admin. Assistant				
Behavioral Health/Admin.	20hr/wk	80hrs/Mo	\$15/Hr	\$14,400
ESTIMATED GRAND TOTAL*				\$98,160

*NOTE: The estimated costs noted are based on full capacity of the facility (3 clusters x 12 residents/cluster). Risk assessment needs vary considerably from month to month, but the estimated amounts are based on FY 23 averages.

** In the case of local/university, state or national mandates for Covid-19 related social distancing precautions, that TTUFTC will not be held responsible for the limitations of providing family therapy services (per the contract) if the facility is required to restrict outsiders from entering the LCJJC facility. Thus, resident only and parent only psychotherapy sessions will be conducted electronically with families who have the audio/visual/technological resources to do so.

*** Assessments will be conducted via tele-therapy, rather than in person, during the hours of midnight to 6am.