

STATE OF TEXAS

www

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**AGREEMENT FOR PROFESSIONAL SERVICES
PROGRAM EVALUATION – MENTAL HEALTH PUBLIC DEFENDER OFFICE**

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and GEORGE MASON UNIVERSITY, an educational institution and agency of the Commonwealth of Virginia, on behalf of THE SPANGENBERG PROJECT within its Department of Administration of Justice, (hereinafter referred to as "Contractor,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires Contractor provide professional services that will result in a written evaluation of County's Mental Health Public Defender Office, hereinafter referred to as the "Project;" and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

- 1.01 Contractor shall provide the services described in Exhibit A, Contractor's Proposal attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Exhibit A within three (3) years from the date of this Agreement.

SECTION II CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$78,171.00, including all reimbursable expenses, if any.
- 2.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive

- evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 2.03 Contractor's rates shall not exceed those as provided in Exhibit A.

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE

Contractor is a state agency and is self-insured under the Risk Management Plan for the Commonwealth of Virginia for all claims authorized under the Virginia Code. A Certificate of Insurance shall be provided.

SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

For Technical Matters:
Holly R. Stevens
Assistant Research Professor
Center for Justice, Law, & Society
George Mason University
4400 University Drive MSN 6C7
Fairfax, VA 22030
Phone: (703) 993-8315
Email: hstevens@gmu.edu

For Contractual Matters:
Eileen Gallagher
Assistant Director, Contracts
Office of Sponsored Programs
George Mason University
4400 University Drive, MSN 4C6
Fairfax, VA 22030
Phone: (703) 993-2292
Email: egallagh@gmu.edu

B. If to County notice must be sent to both County's Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

J.C. Whitten
Director of Special Services
301 Jackson, Suite 719
Richmond, Texas 77469

- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI
LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$78,171.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$78,171.00.

SECTION VII
SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI LIABILITY

To the extent permissible by the laws of the Commonwealth of Virginia, Contractor shall be responsible for the ordinary negligent actions or omissions of its agents and employees causing harm to persons not a party to this agreement.

SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII MISCELLANEOUS


- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

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SECTION XIV
EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

Date: 9-14-10

ATTEST: 
Dianne Wilson, County Clerk

APPROVED:
By: 
J.C. Whitten
Director of Special Services

9/15/2010
Date

CONTRACTOR: GEORGE MASON UNIVERSITY


Signature

9/10/10
Date

Printed Name: Michael Laskofski

Title: Director, Office of Sponsored Programs

MER:George Mason University.Spangenberg Project.3844

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$78,171.00 to accomplish and pay the obligation of the District under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Contractor's Proposal

Exhibit A

Proposal to Conduct a Program Evaluation of The Fort Bend County Mental Health Public Defender Office

PROJECT NARRATIVE

TSP proposes to evaluate the Fort Bend County MHPD at three points in time in order to assess progress. We will begin by conducting a baseline assessment of the system in Fort Bend County for handling indigent defendants with mental health issues, including a baseline assessment of the brand new MHPD program and the mental health wheel system. After MHPD has been in full operation for approximately one year, we will return to Fort Bend County to conduct a follow-up assessment of the office. Next, after MHPD has been in operation for approximately two years, we will submit a final assessment of the program. Finally, TSP will provide technical assistance to MHPD as agreed-upon during the term of the project.

While the focus of the project will be on the quality and efficiency of the MHPD program, our assessment will be performed within the context of whether indigent persons requiring representation have the access to meaningful and effective assistance of counsel as required by the Texas and United States Constitutions. No recommendations will be made for the sake of efficiency or cost-effectiveness that are counter to these basic tenets.

Project Goals

The immediate objective of the project is to assist in the successful implementation of a stand-alone mental health public defender program that will provide cost-effective, meaningful and adequate representation to indigent defendants with serious mental health issues in Fort Bend County. By producing independent evaluations at annual increments, TSP will help to ensure that MHPD is meeting its own goals of providing quality and efficient representation to its clients.

The main objectives of MHPD are:

- (1) ensuring that indigent defendants with mental illness receive equal access to justice with qualified attorneys and resources sufficient to provide representation that addresses their specific needs;
- (2) enhance the representation provided with social workers and caseworkers to adequately support the staff attorneys and attorneys on the Mental Health (MH) Wheel;
- (3) reduce the number of days persons with mental illness spend in jail; and
- (4) Increase coordination and communication with the jail staff, pretrial services, judges, assistant district attorney and Texana Center (MHMR).
- (5) Assist in implementing Texas Code of Criminal Procedure 17.032 where appropriate.
- (6) Expedite case disposition in county or district court.
- (7) Provide additional information to the assistant district attorney and judge in an effort to improve court outcomes.

In addition, public defender offices serve as a great resource for all criminal defense practitioners, both at the local and statewide levels. The offices and staff develop a depth of knowledge and expertise that are invaluable and available to other practitioners, and the creation of new offices widens the indigent defense network across the state, creating greater opportunities for communication, cooperation, and exchange of information. We expect the Fort Bend County MHPD to join Travis County MHPD as a specialized resource not only to the MH Wheel attorneys, but also to practitioners across the state seeking advice in representing clients with mental illness.

Moreover, in keeping with one of the goals of the grant awarded by the Texas Task Force on Indigent Defense, the successful creation of the MHPD in Fort Bend County will serve as a model across the state for other counties looking to provide efficient and quality indigent defense services to persons with mental illness. The new program will provide valuable information to those considering either a stand-alone mental health public defender office or a special mental health unit within a public defender office. For example, will the data show a cost savings to the county through a decrease in the jail population of the mentally ill? The structure, standards and goals of MHPD, as the first known stand-alone mental health public defender office in the country, will serve as a touchstone not only for other counties in Texas considering such programs, but also for other counties and states across the country.

Project Design and Deliverables

Our project design and deliverables for the evaluation of the Fort Bend County MHPD are set out below in three parts.

Part I: Initial Interim Report – The Baseline Assessment

The first task TSP proposes to undertake is documentation of the system in Fort Bend County for handling indigent defendants with mental illness prior to the establishment of the MHPD. This work will serve as a baseline for evaluating the success and impact of the new MHPD program. TSP will travel to Fort Bend County to conduct an initial site visit. Interviews will be conducted with criminal justice system stakeholders including judges, MHPD attorneys and staff, MH Wheel attorneys, members of the MHPD Oversight Commission, prosecutors, jail staff, and county officials who have been working to implement the new MHPD office. In addition, we will seek information regarding Fort Bend County's system for providing representation to indigent defendants with mental illness in the three complete fiscal years prior to the creation of MHPD.

During this baseline assessment, we will not only look at Fort Bend County's data on the representation of indigent defendants with mental illness from FY07-FY09, the years prior to MHPD's existence, but we will also assess the current data being tracked at MHPD. This work will involve a close look at MHPD's case-tracking and report-generating system, including the quality of the data and efficiency of the system.

While TSP does not expect to have sufficient data at the time of the initial report to assess MHPD based on quantitative outcome measures, we will provide baseline data and make recommendations for additional outcome measures of interest, and we will assist MHPD in ensuring that their data system is tracking and able to report on outcome measures¹ such as:

- A. Number of Defendants Identified as Mentally Ill
- B. Time to Event Data
 - Length of time to identification by case type
 - Length of time to appointment of attorney by case type
 - Length of time to initial client interview
 - Length of time in jail by case type
 - Length of time to disposition by case type
- C. Number of defendants released on personal recognizance bonds
- D. Number of referrals made (by type if available)
- E. Recidivism
 - Number of MH defendants who have been re-arrested
 - Number of MH defendants who have violated parole
 - Number of MH defendants who have been convicted on a separate charge
- F. MH Wheel Attorney Data
 - Number of Attorneys on Wheel
 - Experience of Attorneys on Wheel
- G. Cost Data
 - Costs for providing counsel by individual Attorneys
 - Costs by case
- H. Use of Experts
 - Number of experts used
 - Approval of experts
 - Cost of experts
- I. Disposition Analysis

¹ TSP understands that all of these data may not be available, however, we will work with MHPD, the Courts, and County offices to gather as much data as possible to gain an accurate picture of processing of MH cases before the establishment of MHPD to use for comparison purposes.

Our initial study will look also begin to look at certain qualitative performance measures and whether such measures have changed with the creation of MHPD. For instance, we will review:

- process of client identification;
- case assignment process;
- client contact;
- availability of support staff;
- availability of social worker, caseworker and other non-attorney services;
- bail advocacy;
- motion practice;
- process of referral to services;
- qualification and performance standards;
- legal research tools;
- office policies and procedures;
- conflict standards and procedures;
- tracking clients post-disposition;
- training; and
- supervision and evaluations.

Following this site work and review of all pertinent materials, TSP will produce our first deliverable, an initial interim report. The initial interim report will provide a narrative that describes how cases were handled prior to MHPD, the baseline data analysis and results, a preliminary review of MHPD and Fort Bend County's current system for providing representation to defendants with mental illness. This narrative will be followed by a list of findings and recommendations for improving the operation of the new program.

In addition, TSP will provide to MHPD a recommended evaluation protocol for the program. TSP produced such a model protocol for the evaluation of misdemeanor public defender offices in our work for Hidalgo County. We will provide this protocol and work with MHPD and the Oversight Committee regarding any amendments needed to address the specialized practice of the mental health defender program. The aim of the evaluation protocol is to produce a methodology that will facilitate in periodic evaluations of MHPD by an outside consultant and/or the Oversight Committee and that will assist in ongoing self-assessment.

Part 2: Second Interim Report – The One-Year Assessment

After the office has been in operation for one year, TSP will return to Fort Bend County to again perform site work to assess the MHPD program after it has been in operation and accumulated data for at least one year. TSP staff will evaluate the program in light of the system that was in place prior to the creation of MHPD and in light of any progress that has been made since our initial interim report. At this time, the office will not only have accumulated sufficient

data, but will also have had time to implement administrative and operational policies and procedures, including those recommended in the first interim report.

During the one-year assessment, TSP will assess MHPD's data in terms of the quantitative outcome measures described above regarding the initial assessment. To the extent that the baseline data addresses the same outcome measures, we will compare the pre- and post-MHPD data.

A key component of the site work for the one-year assessment will be interviews with many of the stakeholders originally interviewed to learn how satisfied they are with the new program. We will be sure to interview members of the Oversight Committee again. We will also again interview MHPD attorneys and staff. The staff interviews will allow us to assess how well the office is operating programmatic and administratively after the initial period of adjustment. In addition to the data-based outcome measures described above, we will again review the qualitative performance measures initially reviewed for the baseline assessment.

The deliverable for this portion of the contract will be a second report that contains a review of MHPD after it has been fully operational for at least one year. This narrative will be followed by a list of findings and recommendations regarding the quantitative and qualitative measures described.

Part 3: Final Report – The Final Assessment

After the Fort Bend County MHPD has been fully operational for at least two years, TSP will again gather and review critical data on the program. With this data, we will conduct a final assessment of the quantitative measures described above. To save costs, this portion of the report will not include site work. However, TSP staff will interview MHPD management, Oversight Committee members and county officials by telephone to assess overall satisfaction and/or issues of concern for the office. Based on the data assessment and phone interviews, TSP will prepare a final report that updates findings and recommendations reported in our second interim report.

Timeline of Activities²

We propose to commence this project upon receipt of a finalized contract from Fort Bend County that will terminate upon acceptance of the final deliverable.

Part I, Phase 1 – Initial Interim Report

TSP will perform the initial site work in Fort Bend County at an agreed upon week in Fall 2010. Additional data requests and analysis will follow to produce the baseline information to be included in the initial report. The initial report will be submitted by February 1, 2011.

² This timeline assumes the contract is executed in a timely fashion to enable research activities to begin as scheduled.

Part I, Phase 2 – Second Interim Report

TSP plans to perform the follow-up site work approximately one year after our initial visit. The second interim report will be submitted by an agreed-upon date. An important variable affecting this timeline is the successful implementation of MHPD's case-tracking system and the availability and accuracy of critical data. Without a year or so of the office being fully operational, with the successful collection of data, we will not have sufficient data from which to make meaningful evaluations. We anticipate this work beginning in Summer 2011 with the report due by December 1, 2011.

Part I, Phase 3 – Final Report

The final report follow-up work (conducted via email and telephone) will begin after the office has been in operation for two full years. The final report will integrate findings from the two previous reports and the data from the second year of operations. The Final Report will be submitted to Fort Bend County at an agreed upon date. This work should be able to begin in Summer 2012 with the final report due by the end of 2012.

Cost Proposal

Part 1: Initial Interim Report – The Baseline Assessment

The initial report and baseline data collection and analysis is the most comprehensive and time-intensive portion of the project. This portion will include site work by a 4-member team including Holly Stevens, Bob Spangenberg, and two research assistants. One research assistant will be a doctoral student working on this project throughout its existence. The other research assistant will be a law fellow. This fellow is an in-kind contribution to the project- only travel costs will be billed for this team member. The site work is expected to be at least 4-5 days and will include interviews, court observation, and data review. The costs for this portion of the project are \$39,627.

Part 2: Second Interim Report – The One-Year Assessment

This portion of the project includes a second site visit for the 4-member research team. This phase of the project results in lower costs due to the time required to analyze data. We will have established the evaluation protocol and analysis method in Phase 1. As such, this stage will include an update of datasets, cleaning, and analysis. In addition, we will complete another qualitative analysis of the interview data to better understand the effectiveness of the MHPD. This portion of the project costs are \$29,442.

Part 3: Final Report – The Final Assessment

As the final stage of the project involves no travel, this portion of the project is considerably less than Phase 1 or 2. The costs for this phase are included in Year 3 of the detailed budget. As this Year 3, is only six months, the total budget is \$10,116.

The total project budget is \$78,171, inclusive of travel costs. Each year's expenses will be invoiced within 30 days of the described reports' submission dates.

Fort Bend MHPO
9/1/2010 - 12/31/2012

		YEAR ONE 6/10-5/11	Year TWO 6/11-5/12	Year Three 6/12-12/12	TOTAL
A PERSONNEL	<u>Base Salary</u>				
Faculty - Calendar Year	<u>FTE</u>				
Robert Spangenberg (Year 1)	\$95,000 0.03	4,008			4,008
Robert Spangenberg (Year 2)	\$95,000 0.03		2,550		2,550
PI Holly Stevens (Year 1)	\$95,000 0.10	13,000			13,000
Holly Stevens (Year 2)	\$95,000 0.10		6,500		6,500
Holly Stevens (Year 3)	\$95,000 0.06			3,750	3,750
4. Students (SUM)	<u>No.</u>				
Graduate Research Assistants	2	9,300	9,500	9,750	22,550
TOTAL PERSONNEL		26,308	18,550	7,500	52,358
B FRINGE BENEFITS					
@ 30.69%		5,020	2,777	1,721	9,448
@ 7.65%		711	727	287	1,711
TOTAL FRINGE		5,931	3,504	1,438	9,855
C TRAVEL					
1. Domestic Airfare		1,000	2,000		4,000
2. Subsistence/Per Diem		3,000	3,000		6,000
TOTAL TRAVEL		5,000	5,000	0	10,000
D SUPPLIES					
TOTAL SUPPLIES		0	0	0	0
E OTHER DIRECT COSTS	<u>No</u> <u>Cost</u>				
1. Tuition Doctoral GRAs					
- In-State 12 Credit Hrs @ \$998/Hr	1 2388	2,388	2,388	1,178	5,954
TOTAL OTHER		2,388	2,388	1,178	5,954
TOTAL DIRECT COSTS		35,627	29,442	10,116	78,171
F FACILITIES & ADMINISTRATIVE COSTS	<u>RATE</u>				
USE 1. 2010-2011 - 17.11% - 2011		0	0	0	0
USE 2. 2011-2012 - 17.11% - 2012		0	0	0	0
TOTAL COSTS		35,627	29,442	10,116	78,171