



## Texas Department of Criminal Justice

**Brad Livingston**  
Executive Director

September 2, 2015

Ann Werlein  
County Judge Office  
Fort Bend County  
401 Jackson Street  
Richmond, Texas 77469

Re: 696-HS-16-17-L089, Mental Health Civil Commitment Contract

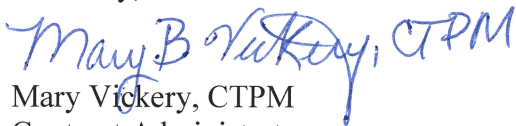
Dear Ms. Werlein:

Enclosed are three (3) copies of the above referenced Contract. Once approved by Fort Bend's Commissioners Court, please have Judge Hebert sign the three (3) copies of page 1. Upon his signature, return two (2) of the signed contracts to my attention at:

Mary Vickery  
TDCJ Contracts & Procurement  
2 Financial Plaza, Suite 525  
Huntsville, Texas 77340

After receipt of the signed contracts here at TDCJ, notification will be made to the necessary staff. You will notice that Sydney Richardson is now listed under Section VIII, Contacts instead of me. Sydney will be the Contract Administrator after the Contract has been returned to TDCJ. In the meantime, if you have any questions or concerns please feel free to contact me at 936-437-7130 or e-mail at [mary.vickery@tdcj.texas.gov](mailto:mary.vickery@tdcj.texas.gov).

Sincerely,

  
Mary Vickery, CTPM  
Contract Administrator

Enclosure

cc: file

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*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

P.O. Box 99  
Huntsville, Texas 77342-0099  
(936) 437-7015  
[www.tdcj.texas.gov](http://www.tdcj.texas.gov)



This Contract is entered into by and between the Parties shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**

MAILING ADDRESS Health Services Division  
and 2 Financial Plaza, Suite 625  
STREET ADDRESS: Huntsville, Texas 77340

**FORT BEND COUNTY**

MAILING ADDRESS: 301 Jackson St.  
Richmond, Texas 77469  
and  
STREET ADDRESS: 401 Jackson St.  
Richmond, Texas 77469

**LEGAL AUTHORITY TO CONTRACT:** Interlocal Cooperation Act, Texas Government Code, Chapter 791

**CONTRACT TERM:** Upon Signature of Both Parties through August 31, 2017

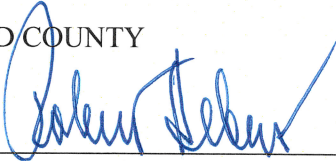
**TOTAL AMOUNT NOT TO EXCEED:** \$100,000.00

**SUMMARY OF SERVICES:** Mental Health Civil Commitment upon release from TDCJ Custody.

**EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN**

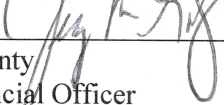
**PERFORMING PARTY:**

FORT BEND COUNTY

BY:   
Robert Hebert  
County Judge

**RECEIVING PARTY:**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

BY:   
Jerry McGinty  
Chief Financial Officer

DATE: 9-8-2015

DATE: 9/2/15

This Contract is entered into by and between the Parties shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

**I. CONTRACTING PARTIES**

FORT BEND COUNTY

TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)

**II. STATEMENT OF SERVICES TO BE PERFORMED**

To administer, via court proceedings, civil commitments for incarcerated offenders releasing from the custody of the TDCJ yet requiring continued hospital level care for the treatment of psychiatric illness.

**III. SPECIFIC DUTIES AND OBLIGATIONS**

- A. The TDCJ shall pay in accordance with Texas Government Code, Section 501.057 and Chapter 2251, costs incurred for hearings involving applications for court-ordered temporary mental health services involving offenders under Health and Safety Code, Chapter 574.
- B. Within twenty one (21) days prior to an offender's scheduled release date, the TDCJ through The University of Texas Medical Branch (UTMB) staff shall contact the Fort Bend County Attorney's office (County Attorney) and advise the number of offenders in need of commitment hearings for the monthly docket.
- C. Fort Bend County shall coordinate with the TDCJ and correctional health care providers as necessary in the commitment process.

**IV. RIGHT TO AUDIT AND INSPECT**

Fort Bend County understands that 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. Fort Bend County 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.

**V. TERM OF CONTRACT**

This Contract shall be effective immediately upon the last signature hereto through August 31, 2017, unless terminated sooner under the provisions outlined in Section VII. The Contract may be renewed every biennium, via modification signed by the duly authorized representatives of the parties hereto.

**VI. CONTRACT AMOUNT**

- A. The total amount of this Contract shall not exceed \$50,000.00 annually.
- B. The cost of services received, including fees to Visiting Judges for services performed under this agreement, shall not exceed the total Contract Amount.

- C. Visiting Judge fees paid under this agreement shall be paid for services provided only in the performance of this Contract; and any other services provided by the Visiting Judge on the day the Judge appears for the TDCJ docket shall not be payable from the Contract Amount.

**VII. DEFAULT AND TERMINATION**

- A. In the event of non-appropriation, this Contract shall automatically terminate as of the last day of the biennium for which appropriations have been made.
- B. Either party may terminate this Contract, without cause, upon one hundred twenty (120) days prior written notice to the other party. Claims submitted after one hundred eighty (180) calendar days from the date of termination will not be considered.

**VIII. CONTACTS**

All Contractual matters and correspondence regarding this Contract shall be addressed to:

Robert Hebert, County Judge  
281-341-8608  
ann.werlein@fortbendcountytexas.gov  
Fort Bend County  
301 Jackson St.  
Richmond, Texas 77469

Rebecka Berner  
936-437-3569  
beckie.berner@tdcj.texas.gov  
Texas Department of Criminal Justice  
Health Services Division  
2 Financial Plaza, Suite 625  
Huntsville, Texas 77340

With a copy to:

Sydney Richardson  
936-437-7043  
sydney.richardson@tdcj.texas.gov  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
2 Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notices to Fort Bend County Attorney for civil commitment paperwork and correspondence:

Roy L. Cordes, Jr.  
Fort Bend County Attorney  
301 Jackson St.  
Richmond, Texas 77469  
Phone: 281-341-4555  
Facsimile: 281-341-4557

**IX. PAYMENT FOR SERVICES**

- A. The TDCJ shall pay for services received pursuant to this Contract from appropriation item(s) or account(s) of the TDCJ from which like expenditures would normally be paid. See Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule.

B. Fort Bend County shall submit invoices to:

Rebecka Berner  
beckie.berner@tdcj.texas.gov  
Texas Department of Criminal Justice  
Health Services Division  
2 Financial Plaza, Suite 625  
Huntsville, Texas 77340

**X. DISPUTE RESOLUTION**

The dispute resolution process provided for in Texas Government Code, Chapter 2009, shall be used by Fort Bend County and the TDCJ to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

**XI. FRAUD, WASTE OR ABUSE**

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.state.tx.us](http://www.sao.state.tx.us). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.

**XII. MISCELLANEOUS**

- A. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- B. This Contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- C. This Contract, together with the provisions heretofore incorporated herein by reference, contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force or effect.
- D. This Contract may be executed in multiple counterparts, each of which shall constitute an original. If any part of the Contract is determined to be void or unenforceable, all other parts remain in force and effect.
- E. The Contracting Parties do hereby certify that:
  - 1. The services specified in this agreement are necessary and essential of the activities that are properly within the statutory functions and program of the affected parties of the local, state and/or federal government; and
  - 2. The proposed arrangements serve the interest of efficient and economical administration of local, state and/or federal government.

MENTAL /CHEMICAL COMMITMENT CASES/TDCJ CONTRACT FEE SCHEDULE		
Probate Fee Original Action	Local Government Code 118.052(2)(A)(i)	\$40.00
Law Library	Local Government Code 323.023(a)	\$35.00
Judicial Education Fund	Local Government Code 118.064(a), (b)(1)	\$5.00
Court Reporter	Texas Government Code 51.601(a)	\$15.00
Records Management	Local Government Code 118.011(b)(2)	\$5.00
Judicial Fund	Texas Government Code 51.703(a)	\$40.00
Support of the Judiciary Fund	Local Government Code 133.154(a)	\$42.00
Courthouse Security Fee	Local Government Code 291.008(d)	\$5.00
Basic Civil Legal Services for Indigents	Local Government Code 133.153(a)(1)	\$10.00
Court Record Preservation Fee	Texas Government Code 51.708	\$10.00
State Electronic Filing Fee	Texas Government Code 51.851(b)	\$20.00
Mental Health Indigent Defense Attorney		\$200.00
Mental Health Prosecutor (Co. Attorney)		\$30.00
	<b>Total</b>	<b>\$457.00</b>