



Texas Department of Criminal Justice

Bryan Collier
Executive Director

COUNTY JUDGE
RECEIVED

APR 11 2019

April 1, 2019

Fort Bend County
Attn: County Judge KP George
301 Jackson Street
Richmond, TX 77469

Dear Judge KP George,

Enclosed is modification M-005 to the Contract # 696-HS-16-17-L089 with the Texas Department of Criminal Justice (TDCJ). This modification extends the Contract to August 31, 2021.

Please sign and date the three (3) copies at boxes 9B and 9C. Return the three (3) modifications, with the original signatures as soon as possible. After we receive the signed copies, they will be forwarded to TDCJ's Chief Financial Officer for the signature of Mr. McGinty. We will then send one back to you with both original signatures for your files.

Please contact me if you have any questions or concerns. Thank you for your good work on our behalf.

A handwritten signature in cursive script that reads "Lynne Piippo".

Lynne Piippo, CTPM, CTCM
Contract Administrator
TDCJ Contracts & Procurement
2 Financial Plaza, Suite 525
Huntsville, TX 77340
PH. (936) 437-7130
Email: lynne.piippo@tdcj.texas.gov

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

05/10/2019 Three (3) originals sent to Tzotsy Ballesteros, County Judge's office

MODIFICATION OF CONTRACT

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Pages

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1A. Contract No.

696-HS-16-17-L089

1B. Order No.

(PO,JO,SA)

2. Modification No.

M-005

3. Effective Date

September 1, 2019

4. Issued By:

Texas Department of Criminal Justice
 Contracts and Procurement,
 Client Services and Governmental Contracts Branch
 Two Financial Plaza, Suite 525
 Huntsville, Texas 77340

5. Name and Address of Contractor (No., street, city, state & ZIP code)

Fort Bend County
 301 Jackson St.
 Richmond, Texas 77469

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section V, Term of Contract, and Section XII.B, Miscellaneous.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Extend Contract and provide funding for FY20 and FY21.

9. DESCRIPTION OF MODIFICATION:

- A. This Contract is being renewed for the period of September 1, 2019 through August 31, 2021.
- B. Page 1, Contract Term, for FY20-FY21 is: September 1, 2019 through August 31, 2021.
- C. Page 1, Total Amount Not to Exceed, for FY20-FY21 is: \$100,000.00.
- D. Revise Section V, Term of Contract, first sentence, to reflect FY20-FY21 renewal: This Contract shall be effective September 1, 2019 through August 31, 2021, unless terminated sooner under the provisions outlined in Section VII.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print)

KP George
 County Judge

9B. Fort Bend County


 (Signature of Authorized Representative)

9C. Date Signed

5-7-2019

10A. Authorized Representative

Jerry McGinty
 Chief Financial Officer

10B. Texas Department of Criminal Justice

 (Signature of Authorized Representative)

10C. Date Signed

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
	Total	\$457.00

MODIFICATION OF CONTRACT

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1A. Contract No. 696-HS-16-17-L089	1B. Order No. (PO,JO,SA)	2. Modification No. M-004	3. Effective Date September 1, 2017
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4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340	5. Name and Address of Contractor (No., street, city, state & ZIP code) Fort Bend County 301 Jackson St. Richmond, Texas 77469
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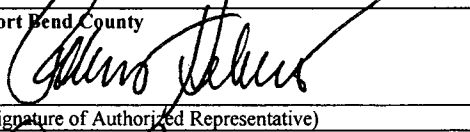
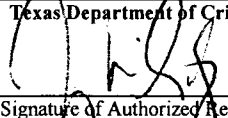
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Article XII.B, Miscellaneous.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Replace Attachment A.

9. DESCRIPTION OF MODIFICATION:
Replace Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule, with revised Attachment A, Mental Commitment Cases/TDCJ Contract Fee Schedule.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print) Robert Hebert County Judge	9B. Fort Bend County  (Signature of Authorized Representative)	9C. Date Signed 9-12-2017
10A. Authorized Representative Jerry McGinty Chief Financial Officer	10B. Texas Department of Criminal Justice  (Signature of Authorized Representative)	10C. Date Signed 9/22/17

MENTAL 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)	30.00
Mental Health Indigent Defense Attorney		200.00
Mental Health Prosecutor (Co. Attorney)		30.00
Appellate Judicial System Fee		5.00
Supp. Court-Initiated Guardianship Fee		20.00
Judicial and Court Personnel Training		5.00
	Total	497.00

MODIFICATION OF CONTRACT

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1A. Contract No. 696-HS-16-17-L089	1B. Order No. (PO,JO,SA)	2. Modification No. M-003	3. Effective Date September 1, 2017
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4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340	5. Name and Address of Contractor (No., street, city, state & ZIP code) Fort Bend County 301 Jackson St. Richmond, Texas 77469
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6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Section V, Term of Contract, and Section XII.B, Miscellaneous.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Extend Contract and provide funding for FY18 and FY19.

9. DESCRIPTION OF MODIFICATION:

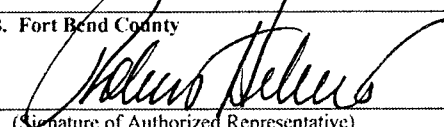
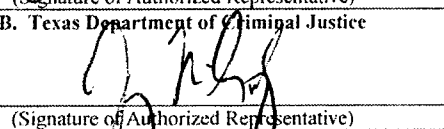
A. This Contract is being renewed for the period of September 1, 2017 through August 31, 2019.

B. Page 1, Contract Term, for FY18-FY19 is: September 1, 2017 through August 31, 2019.

C. Page 1, Total Amount Not to Exceed, for FY18-FY19 is: \$100,000.00.

D. Revise Section V, Term of Contract, first sentence, to reflect FY18-FY19 renewal: This Contract shall be effective September 1, 2017 through August 31, 2019, unless terminated sooner under the provisions outlined in Section VII.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print) Robert Hebert County Judge	9B. Fort Bend County  (Signature of Authorized Representative)	9C. Date Signed 4-11-2017
10A. Authorized Representative Jerry McGinty Chief Financial Officer	10B. Texas Department of Criminal Justice  (Signature of Authorized Representative)	10C. Date Signed 5/2/17

MODIFICATION OF CONTRACT

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1A. Contract No. 696-HS-16-17-L089	1B. Order No. (PO,JO,SA)	2. Modification No. M-002	3. Effective Date April 1, 2017
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) Fort Bend County 301 Jackson St. Richmond, Texas 77469	

6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Article XII.B, Miscellaneous.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Revise Section VIII and replace Attachment A.

9. DESCRIPTION OF MODIFICATION:

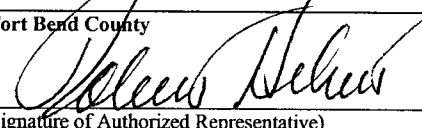
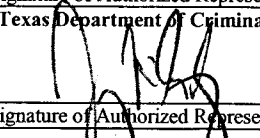
A. Revise Section VIII, Contacts, Texas Department of Criminal Justice, Contracts and Procurement Department, contact person to read:

With a copy to:

Janice Wooley
 936-437-7043
 janice.wooley@tdcj.texas.gov
 Texas Department of Criminal Justice
 Contracts and Procurement Department
 2 Financial Plaza, Suite 525
 Huntsville, Texas 77340

B. Replace Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule, with revised Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print) Robert Hebert County Judge	9B. Fort Bend County  _____ (Signature of Authorized Representative)	9C. Date Signed 4-11-2017
10A. Authorized Representative Jerry McGinty Chief Financial Officer	10B. Texas Department of Criminal Justice  _____ (Signature of Authorized Representative)	10C. Date Signed 5/2/17

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)	30.00
Mental Health Indigent Defense Attorney		200.00
Mental Health Prosecutor (Co. Attorney)		30.00
Appellate Judicial System Fee		5.00
Supp. Court-Initiated Guardianship Fee		20.00
	Total	492.00

MODIFICATION OF CONTRACT

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1A. Contract No. 696-HS-16-17-L089	1B. Order No. (PO,JO,SA)	2. Modification No. M-001	3. Effective Date January 15, 2016
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4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340	5. Name and Address of Contractor (No., street, city, state & ZIP code) Fort Bend County 301 Jackson St. Richmond, Texas 77469
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6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Article XII.B, Miscellaneous.

7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.

8. PURPOSE OF MODIFICATION: Replace Section III.A and Attachment A; and revise Section VIII.

9. DESCRIPTION OF MODIFICATION:

A. Replace Section III.A, Specific Duties and Obligations, to read as follows: The TDCJ shall pay in accordance with Texas Government Code, Section 501.057 and Chapter 2251, all reasonable and customary costs, including statutory fees as subsequently amended after this Contract's execution, incurred for hearings involving applications for court-ordered temporary mental health services involving offenders under Health and Safety Code, Chapter 574.


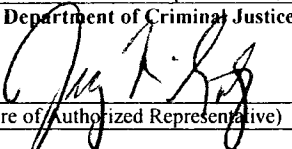
B. Revise Section VIII, Contacts, Texas Department of Criminal Justice, Contracts and Procurement Department, contact person to read:

With a copy to:

Crystal Niersel
936-437-7125
crystal.niersel@tdcj.texas.gov
Texas Department of Criminal Justice
Contracts and Procurement Department
2 Financial Plaza, Suite 525
Huntsville, Texas 77340

C. Replace Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule, with revised Attachment A, Mental/Chemical Commitment Cases/TDCJ Contract Fee Schedule.

Except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.

9A. Name and Title of Authorized Representative (Type or Print) Robert Hebert County Judge	9B. Fort Bend County  _____ (Signature of Authorized Representative)	9C. Date Signed 2-23-2016
10A. Authorized Representative Jerry McGinty Chief Financial Officer	10B. Texas Department of Criminal Justice  _____ (Signature of Authorized Representative)	10C. Date Signed 3/18/16

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)	\$30.00
Mental Health Indigent Defense Attorney		\$200.00
Mental Health Prosecutor (Co. Attorney)		\$30.00
	Total	\$467.00

COUNTY JUDGE
RECEIVED
APR 11 2019



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.
and Richmond, Texas 77469
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

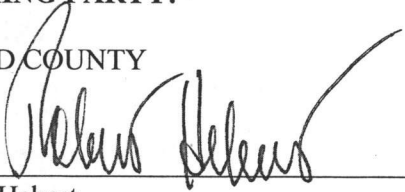
TOTAL AMOUNT NOT TO EXCEED: \$100,000.00

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

EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN

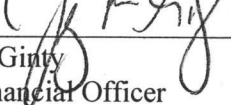
PERFORMING PARTY:

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. 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.