

STATE OF TEXAS

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PROFESSIONAL SERVICES CONTRACT

COUNTY OF GALVESTON

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This contract is between Galveston County, Texas, "COUNTY," and The Meadows Mental Health Policy Institute for Texas, a Texas nonprofit corporation "PROVIDER." In consideration of the mutual obligations outlined herein, the parties agree as follows:

1.

SCOPE OF SERVICES

A. The PROVIDER agrees to perform the following services:

1. PROVIDER will provide project management for the implementation phase of the system improvement recommendations from the justice system assessment presented to county officials during Phase I of the project and subsequent assessments done as part of the project or as directed by the Coordinating Council.
2. PROVIDER will: (i) provide support in the development of agendas, presentations and follow-up material for the County and Judicial Criminal Justice Coordinating Advisory Council (refer as the Coordinating Council); (ii) provide technical assistance personnel to work with work groups to facilitate process improvement changes;; (iii) provide research or spot evaluations as needed to guide the work plans; and (iv) make presentations as requested by the County Commissioners; (v) present three quarterly progress reports in July 2025, November 2025 and a final in April 2026.
3. The PROVIDER will notify the COUNTY data that are needed for the project and COUNTY commits to provide the data if available. PROVIDER will certify that the data variables necessary for the successful completion a quantitative review are available and ready for research or notify the COUNTY that the lack of data or its low quality prevents the completion of specific spot research that may be needed to assist in implementation tasks.

B. The COUNTY agrees to do the following:

1. The COUNTY will do a reasonable effort to assist the PROVIDER in the management of the work groups by assisting in scheduling of meetings, in encouraging personnel to participate in the work groups and in providing agreed upon funding for implementing key elements of the reform. The PROVIDER will report in its progress reports any perceive problems in the COUNTY not fulfilling its reasonable effort to support implementation of the reforms.

2. The COUNTY shall keep the copyright to the research study and all data, reports, research, and content that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented or modified by PROVIDER, or others on behalf of PROVIDER, as part of or in connection with the study to be performed or furnished under this contract (collectively referred to as "Developments"). The COUNTY hereby grants to PROVIDER and PROVIDER's successors, assigns and licensees a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, publish, and prepare derivative works of the study and all related Developments. The license granted by the COUNTY does not include any right to publish or disclose any information that is confidential under state or federal law.

**2.
TERM**

This contract will begin April 17, 2025 concludes April 17, 2026. This contract is for the services performed by the PROVIDER in Fiscal Year 2025 and Fiscal Year 2026 only and any additional services performed by the PROVIDER will be considered on a year-to-year basis.

**3.
COST**

The PROVIDER will invoice the COUNTY a lump sum amount for each milestone on the Deliverable Schedule, listed below, related to the study. After the receipt of the invoice (structured in whole payments and after each completed deliverable) the COUNTY agrees to make payment within thirty (30) days. Under no circumstances is the COUNTY obligated to pay more than **\$288,600** for the service performed, except for compensation for testimony as set forth below.

If PROVIDER is required to testify in litigation related to this engagement, the COUNTY will compensate PROVIDER at a rate of \$325 per hour for Dr. Tony Fabelo, \$300 for Bob Wessels and \$200 for any others and reimbursement for travel expenses related to testimony in the litigation.

PROVIDER understands that PROVIDER will be responsible for any other expenses incurred by PROVIDER in performing the services under this contract.

1. Complete First Progress Report, July 2025	\$96,200
2. Complete Second Progress Report, November 2025	\$96,200
3. Complete Final Progress Report, April 2026	\$96,200
Total	\$288,600

**4.
AGENCY-INDEPENDENT CONTRACT**

Neither COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This contract does not and shall

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 amenities of employment by the other party. **PROVIDER 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 PROVIDER'S PERFORMANCE UNDER THIS CONTRACT.**

**5.
ASSIGNMENT**

Neither party may assign, in whole or in part, any interest they may have 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 may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

**7.
AUDIT OF RECORDS**

PROVIDER shall be subject to audit by the COUNTY during the term of this contract.

**8.
ENTIRE AGREEMENT**

This contract represents the entire understanding of and between the parties and superseded 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. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the district courts of Galveston County, Texas.

**9.
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, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Galveston County Judge
722 Moody Ave., 2nd Floor
Galveston, Texas 77550

PROVIDER:

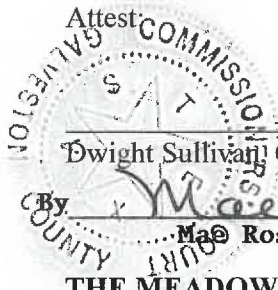
The Meadows Mental Health Policy Institute for Texas
3003 Swiss Avenue
Dallas, TX 75204

AGREED on the 31st day of March, 2025 by the
Galveston County Commissioners Court.

GALVESTON COUNTY, TEXAS



Mark Henry
Galveston County Judge



Attest
Dwight Sullivan, County Clerk

By  Deputy
Mae Ross

THE MEADOWS MENTAL HEALTH POLICY INSTITUTE FOR TEXAS


Dr. Andy Keller, CEO

03/20/2025

Date