

**MEMORANDUM OF UNDERSTANDING (MOU)**

**Helen Farabee Centers**

is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

**This Memorandum of Understanding (MOU) is effective as referenced above, by and between:**

**Helen Farabee Centers ("Center")**  
P. O. Box 8266  
Wichita Falls, TX 76307  
acting by and through its Executive Director

And

**Montague County Jail ("Jail"),**  
111 Grand St  
Montague, TX 76251

for the purpose of HFC providing Minnesota Multiphasic Personality Inventory (MMPI) Testing services to Montague County Jail Staff ("Jail")

**Personnel**

The HFC staff member responsible for managing this MOU is:  
Angela Dove, MOUs Manager, (940)397-3116 [dovea@helenfarabee.org](mailto:dovea@helenfarabee.org)

The HFC staff member responsible for scheduling is:  
Amanda Cantu, Utilization Reviewer, (940)397-3310, [cantua@helenfarabee.org](mailto:cantua@helenfarabee.org)

The HFC staff member responsible for monitoring the terms of this MOU, and implementing the program is:  
Cara Mullenix-Artigue, Utilization Manager, (940)397-3369, [mullenixc@helenfarabee.org](mailto:mullenixc@helenfarabee.org)

Montague County Jail contact is:

Staci Hudson, Jail Administrator, (940) 894-2871, [shudson@montaguesheriff.com](mailto:shudson@montaguesheriff.com)  
Additional Contact: Kasie Hamilton (940) 894-2871

**I. HFC's Obligations**

**1.1. Services**

1.1.1. Licensed Forensic Psychologist providing Psychological Evaluation of Law Enforcement Officers per Texas Commission on Law Enforcement ("TCOLE") to provide assessments of suitability for hire or continued work, including Minnesota Multiphasic Personality Inventory ("MMPI"), interview, and required paperwork/documentation:

1.1.2. Forensic Psychologist Services provided only at HFC's Wichita Falls location (500 Broad Street) at the following rates:

1.1.2.1. \$200 for up to 1.5 hours;

1.1.2.2. \$350 over 1.5 hours up to 3.0 hours;

1.1.2.3. \$450 over 3.0 hours up to 4.0 hours.

**1.2. Additional HFC obligations.**

- 1.2.1. HFC is an independent Contractor as outlined in Section IV. HFC is responsible for payment of all HFC staffing, wages, taxes, benefits, training requirements, and travel expenses.
- 1.2.2. HFC will invoice in one (1) monthly detailed invoice no later than the 20<sup>th</sup> of the month following service month as per categorical Service hours and rates as outlined in Section 1.1.2.1, 1.1.2.2, and 1.1.2.3.

**II. JAIL's Obligations**

**2.1. Scheduling.**

- 2.1.1 Jail will call the staff outlined above to schedule an appointment.
- 2.1.2 Jail will allow at least a two week turn around time from initial contact with HFC for appointment.

**2.2. Payment.**

- 2.2.1. Jail will pay HFC:
- 2.2.1.1. As outlined in Services Rates for Services provided under this MOU;
- 2.2.1.2. Monthly, per invoice;
- 2.2.1.3. no later than ten (10) calendar days of invoice date.

**II. Mutual Obligations**

- 3.1. Both parties acknowledge adherence to the HFC Code of Conduct. While performing the services described in the MOU, HFC and JAIL will conduct themselves in a professional, businesslike manner and, at a minimum, follow the HFC's Business Code of Conduct (attached).
- 3.2 Both parties hereby agree, to the extent permitted under the laws of the State of Texas to indemnify and hold harmless the other, its directors, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations losses, fines, penalties, and assessments resulting from or arising out of the nonperformance or the negligent performance of either party's obligations under this MOU, including either party's directors, officers, employees, or agents, unless the damages resulted from the actions or inactions of one of the parties.

**IV. Independent Contractor**

- 4.1. It is the intent regarding Services provided under this MOU that HFC is an independent Contractor and not an employee of JAIL for any purpose. HFC and JAIL understand and agree:
- 4.1.1 JAIL will not withhold or pay on behalf of HFC any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, or make available to HFC any of the benefits, including workers' compensation insurance coverage, afforded to employees of JAIL,
- 4.1.2 all such withholdings, payments and benefits, if any, are the sole responsibility of HFC, and
- 4.1.3 HFC and its personnel shall exercise its own professional judgment in the performance of services to the persons served.

**V. Amendments, Term and Termination**

- 5.1. This MOU is effective on the dates set forth above (ending at 11:59pm on expiration date) unless otherwise terminated and/or amended.
- 5.2. This MOU may only be amended by mutual written MOU between JAIL and HFC.

- 5.3. This MOU may be terminated without penalty by JAIL or HFC upon written notice to the other party of its intent to terminate.
- 5.4. Following written notification of intent to terminate and until the agreed upon date of termination, HFC will continue to have the responsibility to provide services under this MOU and JAIL will continue to have the responsibility to pay for the services in the manner specified in this MOU.

**VI. Dispute Resolution**

- 6.1. Any controversy or dispute between JAIL and HFC or any of its constituent members, employees, officers, agents, or affiliates, arising from or in any way related to Vendor, including but not limited to the application of this MOU, shall be resolved exclusively by final and binding single-person arbitration self-administered by the parties with an arbitrator, chosen and mutually agreed upon from a list of three arbitrators, and shall use the Rules of the American Arbitration Association (AAA) as modified to limit any arbitration to 120 days and to limit discovery to two depositions per side, each no longer than three hours, and to preclude any written discovery beyond fifteen requests for production. As a further condition of this MOU, any and all class and/or collection actions are waived and not permitted, regardless of whether the action is brought by the JAIL or HFC. Arbitration activities will be held in Wichita County, Texas.

**VII. Miscellaneous**

- 7.1. Rates will be reviewed annually for potential Consumer Price Index increases. Any increase must be mutually agreed to in writing by both parties.
- 7.2. This MOU constitutes the entire MOU of the parties and supersedes any prior understandings or oral or written MOUs between JAIL and HFC on the matters contained herein.
- 7.3. This MOU is being executed, delivered and shall be performed in the State of Texas; the laws of Texas shall govern its validity, construction, enforcement and interpretation. Proper venue for any litigation arising from this MOU shall be in Wichita County, Texas.
- 7.4. The person or persons signing and executing this MOU on behalf of the HFC and JAIL, or representing themselves as signing and executing the MOU on behalf of the HFC or JAIL, guarantee that they have been fully authorized to execute the MOU on behalf of the HFC or JAIL and to validly and legally bind to all the terms and provisions contained in the MOU.

The parties have executed this MOU on the dates set forth below their signatures.

JAIL

HFC

Marshall W. Thomas  
Signature

Marshall W. Thomas  
Printed Name

Sheriff  
Title

12/11/2023  
Date

\_\_\_\_\_  
Signature

Gianna Harris

Executive Director

\_\_\_\_\_  
Date