

**MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS JUVENILE
JUSTICE DEPARTMENT AND MEADOWS MENTAL HEALTH POLICY
INSTITUTE**

This Memorandum of Understanding (MOU) documents the understanding between Meadows Mental Health Policy Institute (MMHPI) and the Texas Juvenile Justice Department (TJJJ), (each a Party and collectively, Parties) with regard to the collaboration between the above-named Parties to develop the Texas Continuum of Care Project (Project) and an understanding of the responsibilities of each Party.

WHEREAS, the Parties agree that developing a robust statewide community-based continuum of care that identifies and adopts strategies to minimize juvenile system engagement, grows community-based resources, fosters collaboration between justice stakeholders and cross-sector partners to address root causes of confinement earlier, and provides scalable, graduated options to better meet youth needs in their homes and communities will contribute significantly to diverting youth from initial or further justice system involvement.

WHEREAS, the Parties are entering into this MOU to outline their mutual goals and intentions regarding the purposes, responsibilities, and commitments of each Party in furtherance of the Project.

NOW, THEREFORE, this MOU is hereby created and executed by MMHPI and TJJJ to accomplish the aforementioned intentions and the following purposes:

1. Mutual Goals and Purposes of the Parties regarding the Project:
 - Developing a robust, community-based continuum of care model for youth at risk of becoming or already involved in the juvenile justice system to address both the problem of high incarceration, as well as fragmented and limited resources;

- Achieving better outcomes for youth by mapping, assessing, and enhancing the current community-based continuum of care, and pinpointing and analyzing gap areas in resources and services;
- Developing and distributing flexible recommendations that can inform local capacity building in geographically diverse areas;
- Incorporating the voices and experiences of youth formerly involved in the juvenile justice system, as well as their families, in planning the continuum of care and expanding opportunities for justice system diversion;
- Identifying cost savings and investing/reinvesting in prevention and intervention programming;

2. Responsibilities of TJJD:

- Provide assigned staff to support the Project Manager, as defined below;
- As and when requested by the Project Manager, participate in routine check-ins with the Project Manager and other staff to collaborate on grant activities, provide technical and strategic assistance, and coordinate on grant reporting requirements;
- Communicate requirements for the subaward recipient provided within the award conditions included as Appendix I and under 2 CFR Part 200 and the Texas Grant Management Standards (TxGMS) adopted pursuant to the Uniform Grant Contract Management Act of 1981, Chapter 783, Texas Government Code and monitor financial, administrative, and programmatic performance accordingly;
- Enter into a mutually agreeable Research of Statistical Project Agreement with MMHPI;
- Invite a diverse statewide group of cross-sector stakeholders, including representatives from county juvenile probation departments and TJJD's existing advisory bodies, to comprise and participate in the Council, in order to guide the process of assessing and planning the continuum, as well as developing a plan for incorporation of and sustaining the future of the Project;
- Share data from previous state mapping sessions and surveys;

- Utilize TJJD staff to gather and analyze quantitative data at the state and county levels to impart to the Council a factual understanding of the complex juvenile justice system, to identify points for monitoring progress, and to inform the development of the Project;
- Assist MMHPI in implementing mapping workshops with diverse youth-serving stakeholders in an effort to foster a cross-sector dialogue, problem-solve, and identify critical points of diversion;
- Utilize TJJD data analysts to organize, evaluate, and codify collected data to assist with identifying service gaps and needs for service;
- Assess the evidence base and effectiveness of key programs and interventions along the juvenile justice continuum by reviewing data collected during asset mapping in order to expertly decide which elements should be included in the Project design;
- Assist MMHPI in conducting interviews, surveys, and focus groups to gather qualitative data from youth, their families, and youth-involved stakeholders regarding their perceptions of program effectiveness an additional way to identify the interventions demonstrating the strongest evidence of positive youth outcomes;
- In collaboration with MMHPI, submit timely and accurate performance reports and other documentation required by the federal granting agency for the Project; and
- Assist MMHPI in developing a timely comprehensive and sustainable statewide plan reflected in three (3) written products: the Asset Map and Gap Analysis Report, the Continuum of Care Plan, and the Implementation Roadmap and Sustainability Plan.

3. Responsibilities of MMHPI:

- Hire a full-time Project Manager (the “Project Manager”) and additional staff support to oversee the Project and the Statewide Continuum Planning Council (Council);

- Participate in routine check-ins with TJJD to collaborate on Project activities and coordinate on Project reporting submissions;
- Abide by requirements provided within the award conditions included as Appendix I and under 2 CFR Part 200 and the Texas Grant Management Standards (TxGMS) adopted pursuant to the Uniform Grant Contract Management Act of 1981, Chapter 783, Texas Government Code;
- Certify that MMHPI is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participation in this MOU;
- Enter into a Research of Statistical Project Agreement with TJJD;
- Invite a diverse statewide group of cross-sector stakeholders, including representatives from county juvenile probation departments and TJJD's existing advisory bodies, to comprise and participate in the Council, in order to guide the process of assessing and planning the continuum, as well as developing a plan for incorporation of and sustaining the future of the Project;
- Coordinate and facilitate a structured mapping and assessment process of select counties located in each of the state's seven probation regions, utilizing the Sequential Intercept Model (SIM) framework, identifying both common themes and those needs unique to each region based on demographic composition, identified disparities, and population size;
- Partner and coordinate with the Texas Network of Youth Services (TNOYS) and its Young Adult Leadership Council (YALC) to assist with the review and analysis of data gathered throughout the grant period;
- Host and facilitate at least eight (8) listening sessions with youth formerly involved in the juvenile justice system and caregivers through mechanisms that are accessible, efficient, and user-friendly;
- Guide and assist the Council in using the data collected to identify trends, make recommendations for new services needed, propose policy or practice changes to address diversion barriers, ensure funding is responsive to service gaps, and incentivize research-based practices so that youth have positive outcomes;

- Provide TJJD with financial, administrative, and programmatic information necessary to submit timely and accurate performance reports and other documentation required by the federal granting agency for the Project; and
- Assist TJJD in developing a timely, comprehensive, and sustainable statewide plan reflected in three (3) written products: the Asset Map and Gap Analysis Report, the Continuum of Care Plan, and the Implementation Roadmap and Sustainability Plan.

4. Funding:

- TJJD will subcontract with MMHPI in the amount of \$765,000.
- Necessary Products and Services. MMHPI shall provide all commercially reasonable products and services not specifically mentioned in this MOU that are necessary to provide the service plan described herein. This includes, but is not limited to, training registration fees and both in and out of state travel required for project staff and Council members to attend planning meetings, to organize and host SIM mapping activities, to visit relevant probation regions and sites, and to attend any applicable or required training. Any travel performed by MMHPI under this section must be pre-approved in writing by TJJD and is contingent upon the approval of the federal granting agency for the Project.
- Compensation. TJJD agrees to pay MMHPI an amount equal to, but not to exceed, \$765,000 for all services over the entire term of the grant, to include any grant extensions or continuations mutually approved by the granting agency and MMHPI. Compensation is contingent upon the receipt of grant funding from the Office of Juvenile Justice and Delinquency Prevention. TJJD will disburse grant funds monthly based on expenses incurred by MMHPI over the grant period. TJJD agrees the grant funds will be allocated in accordance with the table below:

Service Category	Total Amount Billable over the
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	Grant Term
Salary for the following positions dedicated to services under this Agreement in part or in full: Project Director; Senior Director for Youth Justice and Family Policy; Director of Cross-System Integration; Senior Director for Child and Family Policy; Senior Vice President of Child and Family Policy; Director of Research, Evaluation, and Performance Center for Justice and Health; Executive Director for the Center for Child and Family Wellness	\$442,442
Fringe expenses allocated proportionately to staff time spent on services under this MOU, to include FICA, retirement, and insurance	\$129,443
Indirect costs associated with providing services under this Agreement	\$72,715
Subcontractor Expense	\$100,000
Supplies	\$7,200
Travel	\$13,200
TOTAL	\$765,000

- Reduction of Grant Award. In the event the grant award is an amount less than \$765,000, TJJD agrees to adjust expectations for deliverables and services accordingly through mutually agreed-upon amendments to this agreement.
- Invoice Submission. MMHPI will submit an invoice for payment of services to TJJD on a monthly basis, within 10 working days following the end of the invoiced month, by emailing tjjdinvoice@tjtd.texas.gov. MMHPI agrees the requirements for the invoice may be modified at any time as required by TJJD or the federal granting agency. Said invoice shall be on MMHPI's letterhead and include information deemed necessary for adequate fiscal control, including:
 - An invoice number;
 - Identifying information assigned to this grant project;
 - Services performed during the invoiced month reflective of the following

categories: salary and fringe of staff, travel, supplies, and expenses; and

- The total cost for the invoiced month.

- *Allowable and Unallowable Expenditures.* Grant funds shall not be expended for unallowable items detailed in Appendix II, 2 CFR Part 200, or Texas Grant Management Standards.

- *Withholding Payments.*

- Notwithstanding anything to the contrary herein, MMHPI acknowledges that payments due under this MOU may be withheld or permanently suspended, in whole or in part, if MMHPI fails to comply with any federal or state law, administrative rule, or regulation applicable to the Project or if MMHPI materially fails to perform its duties and responsibilities in accordance with the terms and conditions of this MOU and fails to cure any such failure within a reasonable period of time, provided no such failure is the direct or indirect result of TJJJ's failure to its duties and responsibilities in accordance with the terms and conditions of this MOU.
- If MMHPI fails to reimburse TJJJ for discovered unallowable expenditures, TJJJ may withhold payments until the amount used on the unallowable expenditures has been completely reimbursed. Prior to withholding payment, TJJJ shall provide MMHPI reasonable notice of the intent to withhold payment and the date(s) of intended withholding. MMHPI is offered two levels of appeal regarding decisions to withhold funds. The first level of appeal is to the TJJJ Executive Director. The second level of appeal is to the Texas Juvenile Justice Board. The administrative determination rendered by the board is final.

5. **Requests for Information.** MMHPI shall fully and promptly comply with all reasonable reporting requirements and requests for information issued by TJJJ. MMHPI shall provide such information in the format reasonably requested by TJJJ. MMHPI shall ensure that its staff and subcontractors comply in a timely and complete manner with all TJJJ's reasonable requests for information. MMHPI shall comply in a timely manner with requests by TJJJ for financial information, records,

and documents required to evaluate grant costs under this MOU. MMHPI shall timely submit any files or records reasonably requested by TJJJ as a part TJJJ's standard monitoring and auditing process.

6. **Issuance of Non-Compliance Citation Reports.** If MMHPI fails to provide information requested by TJJJ in the specified timeframe and format, cooperate with allowable monitoring activities described in the MOU, or use resources and operate programs in accordance with the terms and conditions of this MOU, TJJJ may issue a Non-Compliance Citation Report (NCCR). This will result in notification to MMHPI's President and may result in a formal plan of correction submitted to TJJJ to correct the non-compliance and/or in withholding of payment.

7. Financial Monitoring:

- a. *On-Site Monitoring.* MMHPI is subject to on-site financial monitoring by TJJJ upon reasonable notice. Audits may be supplemented by interviews with relevant and appropriate staff of MMHPI. Findings may result in a performance rating profile report or may result in a NCCR for non-compliance with grant requirements. MMHPI shall use commercially reasonable efforts to ensure all personnel comply with all appropriate requests for information during the course of an audit or monitoring visit.
- b. *Desk Audits.* TJJJ may monitor MMHPI for compliance with financial requirements through a desk audit, which is the review of any relevant financial records and documentation. MMHPI shall make available to TJJJ any reasonable and appropriately requested documents or information. The review of written documentation and material may be supplemented by phone interviews with relevant and appropriate staff. Findings may result in technical assistance and/or an NCCR. MMHPI shall use commercially reasonable efforts to ensure its personnel comply with all appropriate requests for information during the course of a desk audit by TJJJ.

8. Programmatic Monitoring:

- a. *On-Site Monitoring.* MMHPI is subject to programmatic monitoring scheduled at TJJD's discretion. An on-site monitoring visit may include a review of policies, procedures, and records, and interviews with staff. Each visit will conclude with an exit conference with appropriate staff and the presentation of findings if needed
- b. *Desk Audits.* TJJD may monitor MMHPI for compliance with subaward requirements through a desk audit, which includes a review of records and program documentation. MMHPI shall make available to TJJD any relevant written policies, procedures, and documentation. The review of written documentation and materials may be supplemented by phone interviews with staff. Findings may result in technical assistance and/or an NCCR. MMHPI shall ensure its personnel comply with all requests for information during the course of a desk audit by TJJD.

9. **Personnel.** MMHPI and TJJD shall supply qualified personnel as may be necessary to complete the work to be performed under the MOU. Persons retained or utilized to perform work on behalf of MMHPI pursuant to the MOU shall be the employees or subcontractors of MMHPI. Persons retained or utilized to perform work on behalf of TJJD pursuant to the MOU shall be the employees or subcontractors of TJJD. TJJD understands that the MOU is made in reliance thereon that MMHPI intends to use the following subcontractor: Texas Network of Youth Services (TNOYS). Any other subcontractor shall be subject to approval and agreement by TJJD.

10. **State Audit.** Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this MOU or indirectly through a subcontract under this MOU. MMHPI's acceptance of funds under this MOU acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the

state auditor considers relevant to the investigation or audit. MMHPI shall include a clause concerning the authority of the state auditor to audit funds and the requirement to cooperate in any subcontract it awards.

11. **Amendments.** Except where the terms of the MOU expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both TJJD and MMHPI.

12. **Effective Date.** This MOU is effective from the date of execution through June 30, 2025. The term may be extended in writing by both Parties. Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party. Termination of this MOU shall not affect any noncancellable obligations of either Party resulting from this MOU, and MMHPI shall be entitled to receive funds from TJJD in the amount of any noncancellable obligations to third parties incurred or binding on MMHPI at the time of such termination, provided that MMHPI delivers or makes available to TJJD any services or goods paid for with such funds.

MMHPI



ANDY KELLER, PhD, President and CEO
Meadows Mental Health Policy Institute

Date: 6/25/2024

TJJD



SHANDRA CARTER, Executive Director
Texas Juvenile Justice Department

Date: 6/25/2024