

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND  
MENTAL HEALTH AMERICA OF FORT BEND COUNTY  
FOR MENTAL HEALTH SERVICES**

THIS AGREEMENT is now made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "COUNTY"), a body politic acting pursuant to the duly authorized act of its Commissioners' Court, and **MENTAL HEALTH AMERICA OF FORT BEND COUNTY** (hereinafter referred to as "M.H.A.F.B.C."), a non-profit corporation, acting herein pursuant to the duly authorized act of its officers.

**WITNESSETH:**

**THAT WHEREAS**, the COUNTY has certain duties and authority to provide for the public health of its residents and also to provide support through mental health care services for certain of its financially disadvantaged residents pursuant to applicable state laws and provisions of the Texas State Health and Safety Code; and

**WHEREAS** both parties recognize the public health needs of the residents of the COUNTY for, and the benefit to be realized from, early detection and recognition of serious mental illnesses and adequate resource referral for treatment thereof when indicated; and

**WHEREAS** same will promote public health and also has the potential for future economic savings to the COUNTY from what might otherwise become more protracted medical and health care problems among the residents eligible for medical care and support; and

**WHEREAS M.H.A.F.B.C.** has developed and provides programs and services to promote recognition and early detection of mental illnesses and to provide treatment resource referral where indicated, which it proposes to provide as hereafter mentioned; and

**WHEREAS M.H.A.F.B.C.** further agrees to work with the COUNTY and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

**WHEREAS M.H.A.F.B.C.** will provide quarterly reports to COUNTY to assure quality and quantity of the services being rendered and will furnish annual audited financial reports on an annual basis for further review; and

**WHEREAS, M.H.A.F.B.C.** further agrees to work with COUNTY Risk Management Department, Human Resources Department, Gus George Training Academy and the Office of Emergency Management as needed and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

**WHEREAS** the parties desire to contract between them whereby **M.H.A.F.B.C.** will provide certain of its public health and mental health services on behalf of the COUNTY and also for the benefit of those residents of the COUNTY who meet the applicable eligibility and qualification requirements to receive such services, and

**WHEREAS** this Agreement is exempt from competitive bidding pursuant to Sec. 262.024(a)(2), Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual representations and promises herein contained, the parties agree as follows:

**I.**

**M.H.A.F.B.C.** agrees to develop and provide select public health education, screening and assessment programs for the residents of Fort Bend County. The purposes thereof will be to evaluate the existence of mental health problems and serious mental illnesses and the need for mental health care and then to follow up with appropriate resource referral for care and treatment where indicated.

**II.**

**M.H.A.F.B.C.** agrees that it will provide resource referral services for the residents of Fort Bend County on an individual basis to appropriate programs and providers, including, but not limited to, COUNTY employees seeking alternative referrals through the Employee Assistance Program in the Risk Management Department, hospitals, medical doctors and other mental health care professionals, counseling services, support groups, halfway houses, residence and in-house facilities and other health and treatment programs.

**III.**

**M.H.A.F.B.C.** agrees that it will provide educational programs and assistance to schools, businesses, industry, civic groups and at other places of public gathering within Fort Bend County regarding mental health and mental illness to promote the public health and to assist the residents of Fort Bend County to de-stigmatize mental illness and thereby promote recognition of mental health issues and the obtaining of early and adequate treatment thereof. Such programs and assistance shall include participating with the Crisis Intervention Training at the Gus George Training Academy for certified peace officers and participating with the COUNTY Human Resources Department as a speakers bureau resource for employee training.

**IV.**

**M.H.A.F.B.C.** agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve coordination and collaboration among area behavioral health and social service providers for continuity of care. **M.H.A.F.B.C.** further agrees to serve as the COUNTY resource liaison in post-disaster recovery services for residents and evacuees through the Office of Emergency Management for counseling and other mental health services that might be necessary for a natural disaster.

**V.**

**M.H.A.F.B.C.** agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve accountability for case management and discharge planning to improve the quality of services being offered for all residents of Fort Bend County.

**VI.**

**M.H.A.F.B.C.** agrees to provide the COUNTY with an annual independent audit of its operations and expenditures and further agrees that the COUNTY may conduct an independent audit should it desire same. **M.H.A.F.B.C.** further agrees to provide quarterly reports of its activities and the results thereof to COUNTY and all such other reasonable information as may be requested to assure performance of its obligations undertaken under this agreement.

**VII.**

**M.H.A.F.B.C.** agrees to defend, save, hold harmless and indemnify the COUNTY from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of **M.H.A.F.B.C.**'s actions undertaken pursuant to this contract.

**VIII.**

COUNTY agrees to provide payment of Sixty Thousand and No/100 Dollars (\$60,000.00) to **M.H.A.F.B.C.** for its services. This agreement shall commence on October 1, 2011, and end on September 30, 2012. Either party may terminate this agreement, without cause, by providing the other party thirty (30) days written notice.

**IX.**

The provisions of this contract are severable, and if any part hereof or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional for any reason by any court or regulatory authority of competent jurisdiction, then the remainder of this contract and the application thereof to other persons or circumstances shall not be affected thereby unless, in the opinion of either the COUNTY or M.H.A.F.B.C., the purposes of the contract have been rendered useless.

**X.**

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

M.H.A.F.B.C. shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.

**XI.**

In the performance of work or services hereunder, M.H.A.F.B.C. is and for all purpose shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunto shall be deemed solely as employees of M.H.A.F.B.C. or, where permitted, of its subcontractors.

M.H.A.F.B.C. and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the COUNTY and shall not be entitled to any of the privileges of benefits of COUNTY employment.

**XII.**

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. M.H.A.F.B.C. shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the COUNTY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY.

**XIII.**

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners' Court** and submitted to the following representative:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

with copy to: Fort Bend County Auditor  
301 Jackson, 5<sup>th</sup> Floor  
Richmond, Texas 77469

Notices to M.H.A.F.B.C. shall be delivered to:

Mental Health America of Fort Bend County  
10435 Greenbough Dr. Building II, Suite 200  
Stafford, TX 77477

Phone: 281 207-2480  
Fax: 281 207-2301

E-Mail Address: \_\_\_\_\_@mhafbc.org  
Web Site: mhafbc.org

XIV.

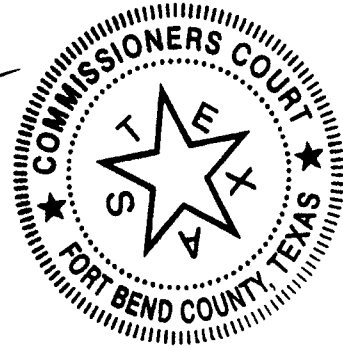
IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated, and this Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: Robert E. Hebert

Robert E. Hebert, County Judge

Date: 10-4-2011



ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

MENTAL HEALTH AMERICA  
OF FORT BEND COUNTY

By: Lana Richard

Title: Executive Director

Date: 9/21/11

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$60,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Ed Sturdivant  
Ed Sturdivant, County Auditor