

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:**

**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 Fort Bend 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** **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 **COUNTY** Behavioral Health, Human Resources, Gus George Training Academy, Health and Human Services, 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, utilizing the annual Resource Guide produced and distributed by the agency.

## II.

**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. The purpose of these educational programs is to promote public mental health, to guide the residents of Fort Bend County toward destigmatizing mental illness, to recognize mental health issues, and to obtain early and adequate treatment. Such programs and assistance shall include participation with training at the Gus George Training Academy for certified peace officers, participation with the COUNTY Human Resources Department as a speakers' bureau resource for employee training, and the Office of Emergency Management and Health and Human Services for post-disaster recovery services.

## III.

**M.H.A.F.B.C.** agrees to work in a collaborative manner with private and governmental agencies throughout Fort Bend County to as a means of improving the availability of mental health services and improving 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 and/or Health and Human Services for counseling and other mental health services that might be necessary for a natural disaster.

## IV.

**M.H.A.F.B.C.** agrees to work collaboratively with government, non-profit organizations, and private agencies to address mental health issues affecting the well-being of Fort Bend County residents through advocacy and public policy initiatives. These issues should include, but not be limited to, availability and quality of existing mental health care and access to resources necessary to sustain one's mental health.

## V.

**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.

## VI.

**M.H.A.F.B.C. SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF M.H.A.F.B.C., ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF M.H.A.F.B.C. OR ANY OF M.H.A.F.B.C.'S AGENTS, SERVANTS OR EMPLOYEES.**

## VII.

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. Payment will be made in two equal installments of Thirty Thousand

and No/100 Dollars (\$30,000.00) with the second payment to issue six (6) months after the first payment. This agreement shall commence on **October 1, 2015**, and end on **September 30, 2016**. Either party may terminate this agreement, without cause, by providing the other party thirty (30) days written notice.

#### VIII.

The provisions of this agreement 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.

#### IX.

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.

#### X.

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.

#### XI.

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**.

#### XII.

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

Fort Bend County  
401 Jackson Street  
Richmond, Texas 77469  
Attn: County Judge

*with copy to:*  
Fort Bend County Auditor  
301 Jackson Street  
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

XIII.

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

*Robert E. Hebert*  
Robert E. Hebert, County Judge

10-27-15  
Date

ATTEST:

*Laura Richard*  
Laura Richard, County Clerk

MENTAL HEALTH AMERICA OF  
FORT BEND COUNTY

*D. de la Riva*  
Authorized Agent Signature

DEBBIE DE LA RIVA  
Authorized Agent Printed Name

EXECUTIVE DIRECTOR  
Authorized Agent Title

10-19-15  
Date

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.

*Robert Ed Sturdivant*  
Robert Ed Sturdivant, County Auditor

