

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF TARRANT   §

**AGREEMENT**

WHEREAS, **MHMR OF TARRANT COUNTY**, a unit of local government, through its program known as the **TARRANT YOUTH RECOVERY CAMPUS**, provides substance abuse planning and advocacy for the residents of Tarrant County, Texas;

WHEREAS, **MHMR OF TARRANT COUNTY**, through the **TARRANT YOUTH RECOVERY CAMPUS** provides drug and alcohol rehabilitation services to the youth and their families of Tarrant County;

WHEREAS, the Tarrant County Commissioners Court hereby finds that the program provided by **MHMR OF TARRANT COUNTY**, through the **TARRANT YOUTH RECOVERY CAMPUS**, benefits the residents of Tarrant County, Texas, and hereby declares that this agreement is one of a professional service; and

NOW, THEREFORE, this **Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **MHMR OF TARRANT COUNTY**, through the **TARRANT YOUTH RECOVERY CAMPUS** (“**MHMRTC**”), acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS** (“**COUNTY**”), acting by and through its County Judge.

**MHMRTC** and the **COUNTY** agree as follows:

1. **MHMRTC** agrees to provide substance abuse planning services to the youth of Tarrant County, Texas, through the services provided by the Tarrant Youth Recovery Campus, such services to include assessment, referral, case management, residential care, day treatment, outpatient services and coordination of services.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **MHMRTC** a lump sum payment of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, MHMRTC HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENT OPERATION OF ITS PROGRAM. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEYS’ FEES, AND COSTS OF COURT.**

4. Nothing contained in this **Agreement** shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This **Agreement** does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **Agreement** may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this **Agreement**, party's agent, or party's employee, otherwise provided by law.

6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.

7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.

8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.

9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.

10. In providing the services required by this **Agreement**, **MHMRTC** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. **MHMRTC** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **MHMRTC** agrees to provide **COUNTY** all records relating to the programs performed by **MHMRTC** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

12. **MHMRTC** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year [by November 30, 2024] by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of **COUNTY** funds (salary, rent, training, etc.). *Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to **COUNTY**.*

Until receipt of this final report by **COUNTY**, all subsequent funding will be held in abeyance.

13. **MHMRTC** acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no Form 1295 disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DocuSigned by:  
  
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**AUTHORIZED AGENT** Susan Garnett CEO  
**MHMR OF TARRANT COUNTY, through the  
TARRANT YOUTH RECOVERY CAMPUS**

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare**  
**County Judge**

**APPROVED AS TO FORM:**

**CERTIFICATION OF  
AVAILABLE FUNDS: \$50,000.00**

\_\_\_\_\_  
**Criminal District Attorney's Office\***

\_\_\_\_\_  
**Tarrant County Auditor**

**\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.**

MHMR TC Treatment Performance Outcomes FY2023 YTD

Service Type	Contract ID	Measure
Intensive Residential - Youth	2016-048514-003 SA/TRY	Youth Abstinence
Intensive Residential - Youth	2016-048514-003 SA/TRY	Youth Completion
Intensive Residential - Youth	2016-048514-003 SA/TRY	Youth in School
Intensive Residential - Youth	2016-048514-003 SA/TRY	Youth Not Arrested
Intensive Residential - Youth	2016-048514-003 SA/TRY	Youth On Going Treatment
Outpatient - Youth	2016-048514-003 SA/TRY	Youth Abstinence
Outpatient - Youth	2016-048514-003 SA/TRY	Youth Completion
Outpatient - Youth	2016-048514-003 SA/TRY	Youth in School
Outpatient - Youth	2016-048514-003 SA/TRY	Youth Not Arrested
Outpatient - Youth	2016-048514-003 SA/TRY	Youth On Going Treatment

Service Location	Denominator	Numerator
Ads - Tarrant Youth Recovery Campus (TYRC)	26	23
Ads - Tarrant Youth Recovery Campus (TYRC)	97	60
Ads - Tarrant Youth Recovery Campus (TYRC)	28	26
Ads - Tarrant Youth Recovery Campus (TYRC)	28	28
Ads - Tarrant Youth Recovery Campus (TYRC)	28	28
Ads - Tarrant Youth Recovery Campus (TYRC)	35	39
Ads - Tarrant Youth Recovery Campus (TYRC)	127	50
Ads - Tarrant Youth Recovery Campus (TYRC)	35	27
Ads - Tarrant Youth Recovery Campus (TYRC)	35	34
Ads - Tarrant Youth Recovery Campus (TYRC)	39	31

Percent Average	Target
89%	80%
62%	52%
93%	85%
100%	85%
100%	90%
90%	55%
39%	42%
77%	35%
97%	80%
80%	55%