



STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF TARRANT

BACKGROUND

This Contract for Services is between Tarrant County, Texas ("COUNTY") and MHMR of Tarrant County ("PROVIDER") for the provision of countywide mental health services to the participants of the Tarrant County Veterans Treatment Court. The Commissioners Court finds that this contract serves a public purpose in protecting the public welfare of the citizens of Tarrant County, Texas.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will provide certain mental health services for participants of the Tarrant County Veterans Treatment Court as specified by the Program Manager of the Tarrant County Veterans Treatment Court, currently Courtney Young. The Provider agrees to provide the following services:

- 1.1 Drug and Alcohol Assessments for Residential and Detoxification Services;
- 1.2 Residential Treatment at Pine Street;
- 1.3 Detoxification at Billy Gregory;
- 1.4 Outpatient Individual and Group Counseling; and
- 1.5 Access to applicable records upon 30 days written notice while maintaining legally required confidentiality of medical and mental health information.

2. TERM

This contract begins on **November 1, 2022** and concludes on **September 30, 2023**.

3. COST

The COUNTY will pay no more than \$125.00/day Pine Street and \$224.00/day for Billy Gregory. During the term of this contract, COUNTY will pay no more than \$12,400.00 of the total budgeted by Tarrant County for MHMR of Tarrant County. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed in accord with this contract;
- 3.2 PROVIDER will send a monthly invoice to Tarrant County, Veterans Treatment Court 300 W. Belknap Fort Worth, TX 76196;
- 3.3 PROVIDER's invoice will detail the services provided;

4. FINANCIAL RESPONSIBILITY

PROVIDER IS RESPONSIBLE FOR ITS INCURRED EXPENSES IN PERFORMING THIS CONTRACT.

5. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO indemnify, save, and hold harmless the COUNTY from all costs or damages arising out of provider's negligence or out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by provider's negligence or any act, omission, neglect or misconduct of the said provider, its agents, servants, and employees.

6. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

8. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

9. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of Tarrant County, Texas.

10. TERMINATION

Either party may terminate this contract by:

- 10.1 Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- 10.2. Providing, in the written notice, the date of termination;
- 10.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

11. CHOICE OF LAW AND VENUE

This contract will be governed by the laws of the State of Texas without giving effect to conflict of law provisions or principles. Venue for any litigation related to or arising from this contract will be in the state or federal district courts located in Fort Worth, Texas.

12. FORM 1295 ACKNOWLEDGEMENT

Provider acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached and marked "Attachment A."

13. PARTIES ADDRESSES

COUNTY

Tarrant County Veteran Treatment Court
Attn: Mr. Courtney Young
300 W. Belknap
Fort Worth, Texas 76196

PROVIDER

MHMR of Tarrant County

3800 Hulen St
Fort Worth TX 76107


Authorized by Commissioners Court Order No. _____.

SIGNED AND EXECUTED on this day the _____ day of _____, 2022.

TARRANT COUNTY
STATE OF TEXAS

PROVIDER

B. Glen Whitley
County Judge

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MHMR of Tarrant County
Susan Garnett
CEO

APPROVED AS TO FORM:



Assistant Criminal District Attorney

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

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$12,400.00**

Auditor's Office

**Funds available for the contracts approved pursuant to this communication are \$12,400.00 for Center for MHMR of Tarrant County. The total as a whole will not exceed this amount through 2004/M0061-2023/569011/4250100000.