

## **WILLIAMSON COUNTY**

### **Bluebonnet Trails CMHMRC Funding Agreement**

This Social Service Agency Annual Funding Agreement ("Agreement") is by and between Williamson County and Bluebonnet Trails CMHMRC ("Agency"), a non-profit corporation. Pursuant to the terms of this Agreement, Williamson County hereby agrees to allocate the sum of Twenty-Two Thousand Dollars (\$22,000.00) to the Agency to fulfill the public purposes outlined by Williamson County and the Agency herein.

- 1.1 Purpose.** Williamson County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, providing public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances participating in the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI). The services provided to the special needs offenders include service coordination/case management for adults; continuity of care, jail diversion, and wrap around services for juvenile probationers.
- 1.2 Use of Funds.** The Agency understands that the funds provided to it by Williamson County will be used solely for the following program services in Williamson County: to provide public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances.
- 1.3 Distribution of Funds.** Williamson County will allocate Dollars (\$1,833.33 per month for 11 months and one payment of \$18,333.37) to the Agency.
- 1.4 Relationship of Parties.** Nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make Williamson County or its designee the agent, servant, or employee of the Agency, or to create any partnership, joint venture, or other association between Williamson County or its designee and the Agency. Alternatively, nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make the Agency the agent, servant, or employee of Williamson County or its designee, or to create any partnership, joint venture, or other association between the Agency and Williamson County or its designee.
- 1.5 Principles and Controls.** In administering the handling of contributed public funds, Williamson County and the Agency agree to the following certain basic principles which are essential to maintain community acceptance and support:

  - a. The Agency shall maintain its status as a voluntary, non-profit corporation under section 501(c)(3) of the Internal Revenue code, unless exempt by Federal guidelines;
  - b. The Agency shall remain in good standing under the laws of the state of Texas;

- c. The Agency shall notify Williamson County or its designee of major programmatic and administrative changes which could substantially affect the Agency's operation and service delivery;
- d. The Agency shall provide to Williamson County or its designee and actively maintain a current list (including term of office) of the Agency's directors, as well as its regular meeting times;
- e. The Agency shall provide to Williamson County or its designee minutes of its Board of Director meetings and detailed financial reports which include detailed comparisons of budgeted and actual activity and change in financial position. The reports shall be attested to by the Agency's Board of Directors and be provided on a regular and timely basis as requested by Williamson County or its designee;
- f. The Agency shall provide adequate liability insurance coverage for the Agency, and does hereby indemnify Williamson County and its employees, designees, and agents from any and all liability for any damage or injury caused to any employee, client, patron, agency, visitor or guest of the Agency;
- g. If an independent public accountant prepares an annual audit or review in accordance with generally accepted accounting standards, the Agency shall provide a copy of such report to Williamson County or its designee;
- h. The Agency shall prepare a detailed annual budget, translating program service plans into financial terms, and shall provide a copy of this budget to Williamson County or its designee. The budget must have comparative columns showing previous year actual and proposed year budget figures. Revenues should be categorized by major source and expenses categorized by purpose;
- i. The Agency shall be responsible for generation of support for its programs and not rely solely on Williamson County for funding of its programs; and
- j. The Agency shall allow Williamson County or its designee to conduct a semi-annual inspection of the Agency's premises and operations.

**1.6 Term of Agreement.** This Agreement is in effect from October 1, 2008 for a term of three years from the date of execution. This Contract shall be automatically extended for successive three year terms unless either party wishes to terminate this Contract. This Contract shall be terminated if either party gives written notice to the other party on or before 90 days before the expiration date of any three year term.

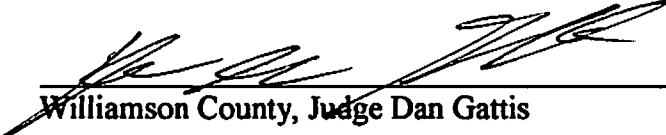
**1.7 Entire Agreement.** This Agreement constitutes the entire agreement between Williamson County and the Agency. No oral agreements are in effect pertaining to this Agreement. Any changes or modifications to this Agreement must be made in writing with the consent of both parties.

1.8 **Assignability.** This Agreement cannot be assigned or transferred in any part without the written consent of both Williamson County and the Agency.

Executed by:

  
\_\_\_\_\_  
Agency President/Chairman, Board of Directors

2/12/09  
Date

  
\_\_\_\_\_  
Williamson County, Judge Dan Gattis

2-17-09  
Date