

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF BRAZOS VALLEY**

This Agreement for Funding ("Agreement") is by and between **Brazos County, Texas** (hereinafter "County") and the **Mental Health Mental Retardation Authority of Brazos Valley**, (hereinafter "MHMR"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning **October 1, 2025** and ending **September 30, 2026**.

**RECITALS**

WHEREAS, MHMR is a public non-profit community center serving all residents of Brazos County with the administrative responsibility and authority to provide a continuum of mental health and mental retardation services through available resources to eligible individuals residing in Brazos County;

WHEREAS, to assist in accomplishing the above stated public purposes, MHMR coordinates activities of mental health and mental retardation coverage in Brazos County, Texas; and

WHEREAS, the County desires to assist MHMR in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental illness or mental retardation residing in Brazos County by contracting with MHMR for the period beginning **October 1, 2025** and ending **September 30, 2026**, for the specific services listed below;

NOW, THEREFORE, for and in consideration of the mental health, mental retardation to be provided to the County by MHMR, and in compliance with the terms of this Agreement and subject to other provisions of this Agreement, and all applicable laws, the parties agree as follows:

**AGREEMENT**

**ELIGIBILITY CRITERIA:**

This Agreement contemplates services provided to:

1. Individuals who permanently reside within Brazos County;
2. Who have been determined through the MHMR screening process to be in need of mental health or mental retardation services; and,
3. Who have been determined by MHMR in a fee assessment procedure to be unable to pay for the needed mental health or mental retardation services.

MHMR warrants that the eligibility determination (ability to pay or availability of any third party pay and residency eligibility) is the responsibility of MHMR and such determination shall be made by MHMR prior to, or at the time of the provision of services.

MHMR further warrants that Brazos County shall not be billed for and shall not provide reimbursement for any services provided by MHMR to non-residents of Brazos County or any

insured individuals with coverage for such services. MHMR will maintain records of insured status for all hospital admissions.

**RESPONSIBILITIES OF BRAZOS COUNTY:**

1. Pay to MHMR an (not to exceed) annual total reimbursement of **\$478,708.00** ("Funds"), to be paid in quarterly installments as follows:
  - a. \$24,000.00 for Rehabilitative Case Management which includes psychiatric crisis related services, which is part of the local match requirement, and,
  - b. \$10,000.00 for TeleMed services, and
  - c. \$30,000.00 for crisis assessments and to facilitate jail diversion activities within the Brazos County Jail conducted by a Forensic Case Worker; and
  - d. \$16,000.00 for administrative support services.
  - e. Brazos County Jail Behavioral Health Services as follows:

Position	Salary	FTE	Budgeted Salary	Fringe	Salary + Fringe	Justification
Psych NP	\$139,675	0.6	\$83,805	\$25,142	\$108,947	Psychiatric Eval and Med Mgt 3 days per week
LPC	\$72,676	1	\$72,676	\$21,803	\$94,479	Diagnostic Assessment
Case Worker	\$47,193	2	\$94,386	\$28,316	\$122,702	Pre-admission assessment; Follow-ups; crisis assessments; service coordination; transition liaison
Prog Supervisor	\$50,082	0.2	\$10,016	\$3,005	\$13,021	Administrative Oversight
Psychiatrist	\$250,000	0.05	12500	\$3,750	\$16,250	Psych NP Supervision
			Sub-total		\$355,398	
			Admin		\$53,310	
			Total		\$408,708	
					-25000	If everything is approved, then subtract current funding request for Psych Services in the Jail.
			Total -->		\$383,708	

- f. It is understood and agreed that the County Funds represented by the Agreement are for the period of **October 1, 2025** through **September 30, 2026** only, and will be paid wholly from funds available in that budget year and that no County funding for subsequent budget years is authorized or implied by this Agreement;

- g. Payment will be remitted upon receipt of invoice. Invoices should be submitted to the [accounts payable@brazoscountytx.gov](mailto:accounts payable@brazoscountytx.gov) email address.

RESPONSIBILITIES OF MHMR under this Agreement:

1. To provide the services according to the most recent MHMR Local Plan for the fiscal year covering this agreement and according to the most recent performance Agreement between MHMR and the Texas Department of State Health Services, including mental health services, mental retardation services, contracted residential services, specialized therapies and psychiatric inpatient services; and
2. It is understood and agreed that all County funds paid to MHMR under this Agreement shall only be expended by MHMR for the purpose authorized under this Agreement and should any amounts be expended for any other purpose, they shall not qualify for payment or reimbursement; and
3. Reporting Requirements:  
Prepare and submit to the County a copy of the quarterly written and itemized accounting of expenditures, income and mental health and mental retardation services performed by MHMR pursuant to this Agreement in the same format as the quarterly report submitted to the Texas Department of State Health Services;

TERM AND TERMINATION

1. Shall be effective from the period from **October 1, 2025** to **September 30, 2026** unless otherwise terminated prior to that time. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated. A party may also terminate its performance under this Agreement upon default by the other party. Default by the party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the thirtieth (30<sup>th</sup>) day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said thirty (30) day period the defaulting party cures the default or (ii) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.
2. In the event of termination MHMR agrees to return funds to County at a pro rata basis, based on a twelve (12) month calculation.

MISCELLANEOUS PROVISIONS:

Independent Contractor

The relationship of MHMR to the County shall be that of an independent contractor.

Parties in Interest

This Agreement shall bind and benefit the County and MHMR and shall not bestow any rights upon third parties.

Non-waiver

Failure of either party hereto to insist on the strict performance of any of the Agreement herein or to exercise any rights or remedies occurring there under upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

Notices

All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

County:  
Brazos County Commissioners Court  
County Administration Building  
200 South Texas Avenue, Ste. 310  
Bryan, Texas 77803

MHMR:  
Bill Kelly,  
Executive Director  
1504 S. Texas Avenue  
Bryan, Texas 77802

Audits

MHMR agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. MHMR agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. MHMR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. MHMR agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the MHMR under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of MHMR. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the MHMR annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the MHMR.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

#### Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

#### Entire Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

#### Indemnification and Compliance with Laws

MHMR shall defend, indemnify, and hold harmless the County from any and all damages, costs, claims, expenses, or liability arising out of or connected with any Accident, act, error, omission, representation or misrepresentation by the County or MHMR in performing the services or other acts to be performed under this Agreement. MHMR shall comply with all applicable governmental and professional requirements, regulations and/or standards in performance of services under this agreement.

#### Immunity

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

#### Severability

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Mental Health Mental Retardation  
Authority of Brazos Valley**

**Brazos County**

By: Bill Kelly  
Bill Kelly, Executive Director

By: \_\_\_\_\_  
Kyle Kacal, Acting Brazos County Judge

ATTEST:

\_\_\_\_\_  
Karen McQueen  
Brazos County Clerk

**LEGISLATIVE CERTIFICATIONS**

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- 3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- 4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: MMAA Authority of Brazos Valley

Authorized Company Representative: Bill Kelly

Address: 1504 S. Texas Ave.

Bryan, TX 77802

Signature: *Bill Kelly*

Date: 9-15-2025

Contract #: 26-031