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State of Texas *
*
County of Tom Green *

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (MOU) is entered into between MHMR Services for the Concho Valley established and operated as a Community MHMR Center pursuant to Section 534 Subchapter A, Health and Safety Code and designated as a local MHMR authority pursuant to Section 534 Subchapter B, Health and Safety Code (hereinafter referred to as "Center"), and Tom Green County Commissioner's Court (hereinafter referred to as "County")

I. STATEMENT OF UNDERSTANDING:

In consideration of receiving a Crisis Redesign general revenue allotment and Mental Health Deputy Program State Allocation from the Center, the County will:

1. Hire three (3) mental health deputies to complement the existing MH deputy program.
2. The County will provide for the transportation needs of the MH deputy.
3. The Center will provide for the transportation needs of the MCOT worker.
4. The County will ensure the deputies have the required training and certification.
5. The Center will provide training related to mental health.
6. Both parties will support the counties of Coke, Concho, Crockett, Irion, Reagan, and Sterling to the fullest extent possible.
7. The County will provide the Department of State Health Services, via the Center, requested data.

II. DISTRIBUTION OF ALLOCATION:

A total grant of $105, 000 is allotted to the County. A total $35,000 from the Crisis Redesign General Revenue and $70,000 from the Mental Health Deputy Program State Allocation to be distributed quarterly in accordance with state funding regulations.

III. TERM OF AGREEMENT:

This MOU is to begin September 1, 2011 and shall terminate August 31, 2012.

IV. RELATIONSHIP OF PARTIES

A. The Center is associated with the County only for the purposes and to the extent set forth herein with respect to the performance of the Memorandum of Understanding. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for either party whatsoever with respect to liabilities and obligations of the other party.

B. The Center hereby designates Charles Vandiver, or his designee as the responsible person the program. The County hereby designates Steve Floyd, or designee, to serve as the liaison for implementation of this MOU.

V. MISCELLANEOUS

A. Either party may terminate this MOU, without cause, upon thirty (30) days prior written notice to the other party.

B. This MOU and any written modifications constitute the sole agreement of the parties. Any oral agreements or understandings outside the terms of this MOU shall be void.

EXECUTED this 20 day of Sept, 2011

MHMR SERVICES FOR THE CONCHO VALLEY

BY: _____

Lynn Rutland
Executive Director
MHMR Services for the Concho Valley
1501 West Beauregard
San Angelo, Texas 76901

TOM GREEN COUNTY

BY: _____

Tom Green County Commissioners Court by and through Michael D. Brown in his official capacity and not in his individual capacity

COMMISSIONERS' COURT, TOM GREEN COUNTY, TEXAS