

INTERLOCAL COOPERATION CONTRACT
C-08-336-00-00

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility two (2) days per week. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility six (6) hours per week. The County will compensate the Center for no more than six hours per week of screening services.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility - \$150.00 / Hour
Screening for Adults - \$ 60.00 / Hour

IV. CONTRACT AMOUNT:

Pro-Rated amount for September 1, 2008 - December 31, 2008 not to exceed **\$ 27,040.00**.

The total amount of the renewed/extended contract shall not exceed **\$ 81,120.00** per year commencing, **January 1, 2009**.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 E. El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is to commence **September 1, 2008** and expiring on **December 31, 2008** with the County's option to renew/extend for Five (5) additional One Year (1) periods commencing **January 1, 2009** under the same rates, terms and conditions

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:

Terry Crocker
Chief Executive Officer
P.O. Drawer 1108 –1901 South 24th Avenue
Edinburg, TX 78540

If to the County:

Juan D. Salinas, III
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY

Hidalgo County

PERFORMING AGENCY

Tropical Texas Behavioral Health

Juan D. Salinas, III, County Judge

W. Terry Crocker, Chief Executive Officer

Date: _____

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to form:

Atlas & Hall, LLP