

**INTERLOCAL AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
THE COUNTY OF HIDALGO, BY AND THROUGH THE HIDALGO COUNTY
PUBLIC DEFENDER'S OFFICE**

This Interlocal Agreement, "Agreement," is made and entered on the date set forth below by and for Tropical Texas Behavioral Health (hereinafter referred to as "TTBH") and the County of Hidalgo by and through the Hidalgo County Public Defender's Office (hereinafter referred to as the "County") pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Government Code 791.001 et seq. (hereinafter referred to as the "Act"), as follows:

WITNESSETH

WHEREAS, TTBH is a political subdivision of the State of Texas, and a community mental health center under the provisions of section 534.001 of the Health and Safety Code, whose primary purpose is to assist individuals with mental health needs;

WHEREAS, the County, by and through the Hidalgo County Public Defender's Office is a unit of "local government" as defined by the Act, and a political subdivision of the State of Texas;

WHEREAS, the Assistive Outpatient Treatment program (hereinafter referred to as "AOT") will provide the counties served with a means for delivering medically prescribed mental health treatment to individuals living in the community under the terms of a local court order for such treatment;

WHEREAS, TTBH was awarded a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant (hereinafter referred to as the "Grant" and attached as Exhibit "A") to fund this program, of which certain funds may be expended to support the AOT program;

WHEREAS, the purpose of this Grant is to identify individuals that may have mental illness and/or co-occurring substance abuse disorders that could be subject to criminal prosecution and in lieu of incarceration or further prosecution refer these individuals to community based behavioral health services; and

WHEREAS, the Grant permits TTBH to engage in contractual arrangements to carry out a portion of the programmatic effort or for the acquisition of routine goods or services under the Grant, including consultation for professional advice and services.

WHEREAS, the Grant allows counties to use funds received as compensation for professional advice or program services provided while participating in the AOT approved by TTBH and SAMHSA;

WHEREAS, the Grant requires any contract recipient accepting funding from the Grant through a contract or agreement to comply with terms and conditions more particularly described in this agreement.

WHEREAS, TTBH and the County are authorized to enter into this agreement pursuant to the Act, which authorizes local governmental agencies to contract with political subdivisions of the State to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, TTBH and the County, in consideration of the premises and the mutual covenants and undertakings herein contained, agree as follows:

OBJECTIVES AND GOALS

The Hidalgo AOT' program shall screen at least 100 referrals annually and serve at least 65 unduplicated clients annually, or a total of at least 250 unduplicated clients over the life of the grant cycle. The program will offer a variety of comprehensive behavioral health services including Cognitive Behavioral Therapy, Case Management, Psychiatry and Psychiatric Medication Management services, Crisis Intervention, Supported Employment and Housing services, and Rehabilitative and Skills Training and Development services. At least 90% or 59 unduplicated clients will participate in Person-Centered Recovery Planning ("PCRP") annually. At least 75% or 49 unduplicated clients will be compliant with their PCRP annually. Other expected outcomes are reduction in the incidence and duration of hospitalizations, and reduction in the rate of arrests and incarcerations. Community outcomes include but are not limited to a decrease in the crime rate of the seriously mentally ill and significant community cost savings.

SECTION I RESPONSIBILITIES OF COUNTY

- 1.1 County shall designate a Public Defender Attorney to serve as a member of the AOT Team (hereinafter referred to as the "Team"), and will maintain ongoing communication with all Team members.
- 1.2 County shall identify and refer individuals subject to criminal prosecution who may be appropriate candidates to receive AOT services funded through the Grant.
- 1.3 County shall submit monthly reports to TTBH describing progress toward meeting each program objective.
- 1.4 County shall complete and submit applicable reports to TTBH as mandated by, and for submission to, SAMHSA to pass critical judgment on the features of the work.
- 1.5 County designated Public Defender Attorney shall perform work in accordance with generally accepted standards currently in use with similar type projects.

- 1.6 County shall coordinate with TTBH to review and examine the County's work and records pertaining to this project.
- 1.7 County shall comply with all terms and conditions of the Grant, as applicable to County.

SECTION II RESPONSIBILITIES OF TTBH

- 2.1 TTBH will provide the services of a Psychiatrist, Licensed Practitioner of the Healing Arts (LPHA), Qualified Mental Health Professionals of Community Services (QMHP-CS), and a Licensed Vocational Nurse (LVN), who will provide clinically indicated behavioral health services to AOT clients. These individuals will be members of the AOT Team and will maintain on-going communication with all Team members. As the lead agency, provide programmatic and financial oversight of the Grant.
- 2.2 Compensation. TTBH will serve as the fiscal conduit for the Grant TTBH agrees to pay the County for delivery of professional advice and services to carry out a portion of the programmatic effort described according to the terms and conditions set forth in Section 1. TTBH shall make payment within 30 days of receipt of the invoice from the County. Invoices shall specifically detail the County's claim including all services set forth in Section 1 which have been fully performed.
 - Base Compensation shall be defined as compensation for services provided and applicable fringe benefits. The maximum entitlement for compensation for County Public Defender services to the AOT Team shall not exceed **\$15,000.00** in any one year.
- 2.3 Provide technical assistance to the partnering agency.
- 2.4 Compile and submit reports to SAMHSA to pass critical judgment on the features of the work.
- 2.5 Perform work in accordance with generally accepted standards currently in use with similar type projects.
- 2.6 Comply with all terms and conditions of the Grant.
- 2.7 Furnish all labor in connection with, and performing all professional services necessary to, conduct and complete the applicable portion of the project as defined in this section of the Agreement.

SECTION III
AGREEMENTS BETWEEN TTBH AND COUNTY

- 3.1 **Term.** This Agreement shall be effective February 21, 2017 and shall expire on February 21, 2018. Notwithstanding any other provision herein to the contrary, this Agreement's implementation and continuation are contingent upon the availability of funds appropriated under this Agreement and being made available to TTBH. This Agreement may be automatically renewed annually based on mutual agreement of all parties. This Agreement may be terminated without cause at any time with 30 days* written notice to the other party. This Agreement shall terminate immediately upon expiration or termination of Grant.
- 3.2 **Captions and Headings.** The captions and headings used herein are for convenience only and do not limit the contents of this Agreement.
- 3.3 **Privacy/Confidentiality/Use of Medical Information.** That certain information, reports, and data created under this Agreement are subject to applicable privacy and confidentiality of medical information and medical record laws, and the parties agree to comply in all material respects with such laws. The parties also agree to take any and all reasonable precautions to prevent disclosure or misuse of any and all medical information, records, reports, and data resulting from this Agreement for any purpose unrelated to providing services consistent with Grant and which are unrelated to the administration of this Agreement.
- 3.4 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 3.5 **Entire Agreement.** This Agreement, including any exhibits or amendments shall constitute the entire agreement of the parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, either oral or in writing, between the parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the effective date of this Agreement.
- 3.6 **Nondiscrimination: Contractor/Vendor,** including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
- 3.7 **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

- 3.8 **Liability.** Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
- 3.9 **Immunities.** Nothing in this Agreement is intended to and Parties do not hereby waive, release or relinquish any right to assert any of the defenses the Parties may enjoy by virtue of the State or Federal Constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the Parties as to any claim or action of any person, entity, or individual against the Parties.
- 3.10 **Notices.** All notices, demands, requests, or replies for or permitted by a party under this Agreement must be in writing and shall be by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

COUNTY OF HIDALGO:

C/O Hidalgo County Public Defender's Office
Jaime E. Gonzalez
100 N. Closner – 5th Floor
Edinburg, Texas 78539

TROPICAL TEXAS BEHAVIORAL HEALTH:

Terry Crocker, Executive Director
1901 S. 24th Avenue
Edinburg, Texas 78539

- 3.11 **Current Revenues.** Each party paying for the performance of governmental services pursuant to this Agreement must make those payments from current revenues available to the paying party.
- 3.12 **Compliance with Laws.** All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.
- 3.13 **Amendment.** This Agreement may be amended only by written agreement approved by each respective governing body at a noticed meeting and signed by the authorized representative.
- 3.14 **Severability.** If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

AGREED, SIGNED, and ENTERED by the duly authorized officers of the County of Hidalgo and Tropical Texas Behavioral Health on the dates hereinafter indicated.

COUNTY OF HIDALGO, TEXAS

Ramon Garcia, Hidalgo County Judge

TROPICAL TEXAS BEHAVIORAL HEALTH

W. Terry Crocker, Chief Executive Officer

ATTEST:
By:

Arturo Guajardo, Jr., Hidalgo County Clerk

Approved by Commissioners Court on: _____

Approved as to form:

Hidalgo County Chief Public Defender
Jaime E. Gonzalez

By: _____

