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An Equal Opportunity/Affirmative Action Employer

August 30, 2017

Attn: J. E. "Eddie" Guerra
Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78540

Re: Tropical Texas Behavioral Health – Memorandum of Agreement

Mr. Guerra:

Please find enclosed the Tropical Texas Behavioral Health – Memorandum Agreement. Two originals are enclosed for signatures. If you would please send one original back to us.

If more information is required, please contact me by phone (956) 289-7007 or email SaSolis@ttbh.org.

Thank you,

Janie Solis,
Contract/Purchasing Manager

P.O. Drawer 1108 • 1901 S. 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

**MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY
SHERIFF’S OFFICE/JAIL**

THIS MEMORANDUM OF AGREEMENT (“Memorandum” or “Agreement”) is entered into by **Tropical Texas Behavioral Health** (hereinafter referred as “TTBH”), a community mental health and intellectual and developmental disability center, and **the County of Hidalgo, Texas by and through the Hidalgo County Sheriff’s Office/Jail** (hereinafter referred as “Jail”), a governmental unit of the State of Texas under the provisions of Vernon’s Texas Codes, Annotated, Health & Safety Code, §534.001, et. seq., for the purpose of establishing a mental health and opioid use disorder peer support re-entry program to ensure inmates with a mental illness and/or substance use disorder successfully transition from the county jail into clinically appropriate community-based care.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and Jail agree as follows:

**I.
TTBH Obligations**

Services.

Certified Peer Specialist will:

- a. Identify incarcerated individuals who meet the requirements of the target population.
- b. Engage eligible individuals to participate in the pilot project.
- c. Provide “Reach-In” supports to incarcerated participants for up to 30 days prior to release.
- d. Provide mental health peer support services to facilitate successful transition from incarceration to community-based services.
- e. Continue providing peer support services to participants for the duration of the pilot project.
- f. Assess participants every 90 days, or if there is a significant change using the Adult Needs and Strengths Assessment (ANSA).

**II.
Jail Obligations**

Services.

1. Jail will make available facilities within the jail for daily meetings between inmates and TTBH Certified Peer Specialist, i.e., office space, multipurpose room, library, etc.
2. Confidentiality. Jail must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

Jail agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term “client identifying information” includes, but is not limited to, a client’s medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI), as such term is defined by the Federal Health Insurance Portability and Accountability Act (HIPAA), as amended. Jail

agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

3. Custodian of Records: TTBH understands and agrees that Jail will *not* be the custodian of records for any information compiled as part of the treatment of any of the participants in the program.
4. Non-Discrimination. Jail affirms that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of TTBH.

III. Insurance

- A. Jail agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers Jail against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. Jail will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.
- B. TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to Jail upon request.
- C. Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV. Costs

The Parties agree that Jail will incur no additional costs in the course of performance of this Agreement.

Commitment of Current Revenues Only. In the event that, during any term hereof, costs are required, and the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ten (10) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

**V.
Miscellaneous**

Term. This Memorandum of Agreement will be effective upon execution by both parties and will continue until terminated as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between Jail and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties hereto, and supersedes any prior understandings or oral or written agreements between TTBH and Jail on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Authority to Execute: The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

Conflict with Applicable Law. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.

Liabilities: This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the TTBH nor the Jail waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties in connection with the performance of this Agreement.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

Hidalgo County Sheriff's Office
J. E. "Eddie" Guerra
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, TX 78540

Tropical Texas Behavioral Health
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and Jail agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.


To the extent allowed by law, Jail and TTBH agree that both parties shall be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either the Jail or TTBH under Texas Law and without waiving any available defenses under Texas Law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or other, in or to any third persons or entities.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

HIDALGO COUNTY SHERIFF'S OFFICE

TROPICAL TEXAS BEHAVIORAL HEALTH

J.E. "Eddie" Guerra
Hidalgo County Sheriff



W. Terry Crocker
Chief Executive Officer

Date: _____

Date: 8-17-17