

# COUNTY of HIDALGO



**HIDALGO COUNTY AUDITOR'S OFFICE**  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

**EDINBURG, TEXAS 78539**

September 16, 2019

- The Honorable Richard F Cortez, Hidalgo County Judge
- The Honorable David Fuentes, Commissioner, Precinct No. 1
- The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
- The Honorable Jose M. Flores, Commissioner, Precinct No. 3
- The Honorable Ellie Torres, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR REVENUE FROM GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Tropical Texas Behavioral Health. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$25,000.00	Assistive Outpatient Treatment Program Public Defender's Office FY2019

CERTIFIED BY:

*Maria A. Duran*  
Maria Arcilia Duran, CPA

9-16-19  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

- LUIS H. SINGLETERRY JUDGE, 9<sup>TH</sup> D.C.
- FERNANDO BARRALES JUDGE, 6<sup>TH</sup> D.C.
- J. R. "BOBBY" FLORES JUDGE, 13<sup>TH</sup> D.C.
- ROSE GUERRA REYNA JUDGE, 26<sup>TH</sup> D.C.
- MARLA CUELLAR JUDGE, 27<sup>TH</sup> D.C.
- MARIO E. RAMIREZ, JR. JUDGE, 32<sup>ND</sup> D.C.
- NOE GONZALEZ JUDGE, 37<sup>TH</sup> D.C. OVERSEER
- LETICIA LOPEZ JUDGE, 38<sup>TH</sup> D.C.
- L. KENO VASQUEZ JUDGE, 38<sup>TH</sup> D.C.
- ISRAEL RAMON, JR. JUDGE, 43<sup>RD</sup> D.C.
- RENEE R. BETANCOURT JUDGE, 44<sup>TH</sup> D.C.
- YSMAEL D. FONSECA JUDGE, 48<sup>TH</sup> D.C.

AI-71995

Public Defender's Office  
12. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 09/17/2019

Submitted For: Patti Loya, PUBLIC DEFENDERS  
Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

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Information

CAPTION

Public Defender's Office - TTBH (1281):

1. Discussion, consideration, and approval to enter into an Interlocal Agreement between Tropical Texas Behavioral Health and Hidalgo County by and through the Hidalgo County Public Defender's Office.
2. Authorization for County Judge, as authorized official to sign the Interlocal Agreement award and related documents.
3. Approval of Certification of Revenues by the County Auditor in the amount of \$25,000.00 and appropriation of same.

BACKGROUND

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Fiscal Impact

CALENDAR YEAR: 2019 ACCT. #: 9-1281-441-00-085-019-9-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds Available pending certification of revenues and appropriation of funds.

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Attachments

Legal

Interlocal Agreement  
appropriation

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/05/2019 11:30 AM
Linda Flores	Linda Flores	09/06/2019 01:18 PM
Final Approval	Veronica Ortiz	09/06/2019 01:44 PM
Ivan Cantu	Monica Salinas	09/13/2019 04:27 PM
Form Started By: Patti Loya		Started On: 08/26/2019 02:00 PM
Final Approval Date: 09/13/2019		



Jose Rodriguez &lt;jose.rodriguez@auditor.co.hidalgo.tx.us&gt;

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**Fwd: TTBH-AOT Interlocal Agreement Certification of Revenues**

1 message

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**Deborah Fischer** <deborah.fischer@auditor.co.hidalgo.tx.us>  
To: Jose Rodriguez <jose.rodriguez@auditor.co.hidalgo.tx.us>

Fri, Sep 6, 2019 at 10:42 AM

**Deborah Fischer**

Grants Accounting Supervisor

Hidalgo County Auditor's Office

2808 S Hwy 281

Edinburg, TX 78539

(956) 318-2511 Ext. 4670

(956) 318 2577

----- Forwarded message -----

From: **Linda Fong** <linda.fong@auditor.co.hidalgo.tx.us>  
Date: Thu, Sep 5, 2019 at 11:35 AM  
Subject: Fwd: TTBH-AOT Interlocal Agreement Certification of Revenues  
To: Deborah Fischer <deborah.fischer@auditor.co.hidalgo.tx.us>  
Cc: Becky Luna <becky.luna@auditor.co.hidalgo.tx.us>

----- Forwarded message -----

From: **Patricia Loya** <patricia.loya@co.hidalgo.tx.us>  
Date: Thu, Sep 5, 2019 at 10:54 AM  
Subject: TTBH-AOT Interlocal Agreement Certification of Revenues  
To: fong, linda <linda.fong@auditor.co.hidalgo.tx.us>  
CC: Duran, Arcy <arcy.duran@auditor.co.hidalgo.tx.us>, cruz, sergio <sergio.cruz@co.hidalgo.tx.us>, sanmiguel, damaris <damaris.sanmiguel@co.hidalgo.tx.us>

Good Morning Linda,

At this time I am kindly requesting Certification of Revenues regarding the above subject matter to attach to CC AI #71995, on September 10, 2019.

Attached please find a copy of the approval from legal and the Interlocal Agreement Between Tropical Texas Behavioral Health and The County of Hidalgo, By and Through The Hidalgo County Public Defenders Office for your review.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

Patricia Loya  
Executive Assistant  
Public Defenders Office  
Hidalgo County Courthouse

9/6/2019

COUNTY OF HIDALGO, TEXAS Mail - Fwd: TTBH-AOT Interlocal Agreement Certification of Revenues

100 N. Closner - 5th Floor  
Edinburg, TX 78539  
(956)292-7040, Ext. 5433  
patricia.loya@co.hidalgo.tx.us

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**Linda Fong**

First Assistant Auditor  
Hidalgo County Auditor's Office  
2808 South Business Highway 281, Edinburg, Texas 78539  
Phone: (956) 318-2511 ext. 4668  
Fax: (956) 318-2577  
Email: linda.fong@auditor.co.hidalgo.tx.us



**TTBH - AOT Public Defenders Office.pdf**

635K

**INTERLOCAL AGREEMENT  
BETWEEN  
TROPICAL TEXAS BEHAVIORAL HEALTH  
AND  
THE COUNTY OF HIDALGO, BY AND THROUGH THE HIDALGO COUNTY  
PUBLIC DEFENDERS 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. (hereafter 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 "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") to fund this 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**, 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 Public Defenders' Office program shall screen at least 100 referred participants for program eligibility annually and serve at least 95 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 90 unduplicated clients will participate in Person-Centered Recovery Planning ("PCRP") annually. At least 75% or 71 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 II RESPONSIBILITIES OF COUNTY

- 1.1 The County of Hidalgo will provide the services of a Public Defender to serve as members of the AOT Team (hereinafter referred to as the "Team"), and will maintain on-going communication with all Team members.
- 1.2 Identify and refer individuals subject to criminal prosecution who may be appropriate candidates to receive AOT services funded through the Grant.
- 1.3 Submit monthly reports to TTBH describing progress toward meeting each program objective. Final invoice should be received no later than October 30, 2020, in order to receive payment.
- 1.4 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 Perform work in accordance with generally accepted standards currently in use with similar type projects.
- 1.6 Coordinate with TTBH to review and examine the County's work and records pertaining to this project.
- 1.7 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 Professional Counselor (LPC), 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 of Hidalgo for delivery of services 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 Hidalgo 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 base compensation for each Public Defender's Office member of the AOT Team shall not exceed \$ 25,000.00 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 October 1, 2019 and shall expire on September 30, 2020. This agreement may be automatically renewed up to one (1) year contingent upon successfully meeting the required targets, as stated by the Grant, and based on mutual agreement of all parties. The program is currently in Year three (3).

Year 1	October 1, 2016-September 30, 2017
Year 2	October 1, 2017-September 30, 2018

Year 3            October 1, 2018-September 30, 2019  
Year 4            October 1, 2019-September 30, 2020

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 terminated without cause at any time with 30 days written notice. 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 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.
- 3.7 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:**  
County Judges Office  
Richard F. Cortez.  
100 East Cano  
Edinburg, Texas 78539

**TROPICAL TEXAS BEHAVIORAL HEALTH:**

W. Terry Crocker, Chief Executive Officer  
1901 S. 24<sup>th</sup> Avenue  
Edinburg, Texas 78539

- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

**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**

By:

\_\_\_\_\_  
Richard F. Cortez, Hidalgo County Judge

**TROPICAL TEXAS BEHAVIORAL HEALTH**

By:

\_\_\_\_\_  
W. Terry Crocker, Chief Executive Officer

**Attest:**

By:

\_\_\_\_\_  
Arturo Guajardo, Jr. Hidalgo County Clerk

Approved by Commissioners Court on: \_\_\_\_\_

Approved as to form:

Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney



Patricia Loya &lt;patricia.loya@co.hidalgo.tx.us&gt;

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**AOT DRAFT agreements**


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Victor Garza &lt;victor.garza@da.co.hidalgo.tx.us&gt;

Mon, Aug 19, 2019 at 11:48 AM

To: 102564 - Michelle Nielsen &lt;Mnielsen@ttbh.org&gt;

Cc: Rosalinda Cantu &lt;rosalinda.cantu@da.co.hidalgo.tx.us&gt;, patricia loya &lt;patricia.loya@co.hidalgo.tx.us&gt;, Josephine Ramirez &lt;josephine.ramirez@da.co.hidalgo.tx.us&gt;, debbie tamez &lt;debbie.tamez@co.hidalgo.tx.us&gt;, Sergio Cruz &lt;sergio.cruz@co.hidalgo.tx.us&gt;

Ms. Nielsen,

I have made all corrections. I will also forward to the administrative office via this email, so that they may place them on the Commissioner's Court agenda. Upon Commissioner's Court approval, they will forward to you for final signature.

Please call me if you have any additional questions or concerns.

Respectfully,

**Victor M. Garza***Assistant District Attorney*

Civil Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

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[Quoted text hidden]

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**2 attachments**

 TTBH.HC.AOT.PublicDefendersOffice.2019.pdf  
186K

 TTBH.HC.AOT.DistrictAttorneysOffice.2019.pdf  
235K

DATE: September 17, 2019

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Public Defender's Office TTBH

ACCOUNT NUMBER: 9-1281-441-00-085-019-9-XXX

Contact Person: Ivan Cantu Ph#: \_\_\_\_\_ Ext. 5425

**2019**

Appropriation

**AI-71995/CC 9-17-19**

REVISED



**SUBJECT: Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1281-441-00-085-019-9- 113	PUBLIC DEFENDER-TTBH- REG. F/T EMPLOYEES	19,435.00
9-1281-441-00-085-019-9- 211	PUBLIC DEFENDER-TTBH- HEALTH INSURANCE	1,486.00
9-1281-441-00-085-019-9- 212	PUBLIC DEFENDER-TTBH- LIFE INSURANCE	8.00
9-1281-441-00-085-019-9- 220	PUBLIC DEFENDER-TTBH- FICA	1,487.00
9-1281-441-00-085-019-9- 230	PUBLIC DEFENDER-TTBH- RETIREMENT	2,446.00
9-1281-441-00-085-019-9- 250	PUBLIC DEFENDER-TTBH- UNEMPLOYMENT COMP.	117.00
9-1281-441-00-085-019-9- 260	PUBLIC DEFENDER-TTBH- WORKERS COMP	21.00
		0 *
		19,435.00+
		1,486.00+
		8.00+
9-1281-337-00-085-019-9- 000	PUBLIC DEFENDER-TTBH- REVENUES	25,000.00
		1,487.00+
		2,446.00+
		117.00+
		21.00+
		25,000.00*
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>25,000.00</b>

**REASON:**

Appropriation of funds for the Public Defender's Office in relation to the Interlocal Cooperation Agreement (ICA) between the County and Tropical Texas Behavioral Health (TTBH) for fiscal year 2019 from Oct. 1, 2019-Sept. 30, 2020.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK