

State of Texas §
County of Hidalgo §

C-20-403-12-15

**INTERLOCAL AGREEMENT BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH AND
THE COUNTY OF HIDALGO, TEXAS**

This Interlocal Agreement, "Agreement," is made and entered on the date set forth below by and for Tropical Texas Behavioral Health (hereinafter the "Center"), and County of Hidalgo, Texas, by and through the Hidalgo County Sheriff's Office (hereinafter the "County") and in compliance with the provisions of the "Interlocal Cooperation Act", Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, TTBH is a political subdivision of the State of Texas whose primary purpose is to assist individuals with mental health needs;

WHEREAS, The County of Hidalgo is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare powers;

WHEREAS, Chapter 791 of the Texas Government Code, as amended authorizes contracts between local government agencies to perform governmental functions, inclusive of section 791.025, Texas Government Code which permits agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of goods and services.

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

**SECTION I
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 East 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. 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 as required. The County will compensate the Center for screening services based on total hours worked inclusive of travel time.

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.

SECTION II FEE 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

**SECTION III
CONTRACT AMOUNT**

The maximum dollar amount of any term of any renewal of this Contract shall not exceed the sum of \$81,200.00 per Contract year. The parties may modify this contract upon the mutual written consent of both parties.

**SECTION IV
PAYMENT FOR SERVICES**

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

Hidalgo County Sheriff's Office
C/O Budget Officer
701 East El Cibolo Road
Edinburg, TX 78542

**SECTION V
ADDITIONAL PROVISIONS**

Term. This Agreement shall be effective January 1, 2021 and shall expire on December 31, 2023, with the County's option to extend for an additional three (3) one (1) year term(s), under the same terms and conditions. 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 60 days written notice.

Captions and Headings. The captions and headings used herein are for convenience only and do not limit the contents of this Agreement.

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 and related to the administration of this Agreement.

The Center will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Center's or that of any person providing services hereunder through or for the Center. Upon written notice from the County, the Center will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

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. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Entire Agreement. This Agreement, including any attachments and/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.

The Center, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement.

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.

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:

If to the County:

Richard F. Cortez
Hidalgo County Judge
100 E. Cano
Edinburg, Texas 78539

If to the Center:

Terry Crocker
Chief Executive Director
P.O. Box Drawer 1108/1901 S. 24th Avenue
Edinburg, Texas 78539

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.

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.

Non-Discrimination. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

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.

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 County of Hidalgo, Texas and Tropical Texas Behavioral Health on the dates hereinafter indicated.

County of Hidalgo, Texas

By:

Hon. Richard F. Cortez, County Judge

TROPICAL TEXAS BEHAVIORAL HEALTH

By:

W. Terry Crocker, Chief Executive Officer

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

Approved as to form:

Hidalgo County District Attorney's Office
Ricardo Rodriguez, Jr.

Victor M. Garza, Assistant District Attorney