

State of Texas §  
County of Hidalgo §

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

**C-20-403-12-15**

This **AMENDMENT** to the **INTERLOCAL AGREEMENT** (C-20-403-12-15) (“Agreement”) is made effective as of this 22<sup>nd</sup> day of February 2022, by and between **HIDALGO COUNTY, TEXAS** hereinafter referred to as "County," and **TROPICAL TEXAS BEHAVIORAL HEALTH** hereinafter referred to as "TTBH" or “Center" (collectively “Parties”) pursuant to provisions of the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 as follows:

**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 governmental 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.

**WHEREAS**, on or about December 15, 2020, the Parties entered into an Interlocal Agreement for TTBH to perform screening assessments and psychiatric evaluations for any Hidalgo County jail inmate 17 or older who is referred by Hidalgo County Jail medical staff and related services as indicated in the Agreement. The current Agreement became effective January 1, 2021, and expires December 31, 2023, and provides the County the option to extend for an additional three (3) one (1) year term(s), under the same terms and conditions.

**WHEREAS**, the Agreement provided TTBH’s hourly rates for these services and an allotted amount of \$81,200; however, the amount billed by TTBH for the 2021 contract year exceeded this amount.

**WHEREAS**, the Parties desire to amend the Agreement as herein provided, to modify the allotted amount to compensate for any potential increase in hours worked by TTBH in future contract years.

**NOW THEREFORE**, for and in good and valuable consideration of the terms and provisions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and TTBH hereby agree to the following amendment to the Agreement.

1. The allotted contract amount of **\$81,200** provided in SECTION III – CONTRACT AMOUNT is hereby deleted and replaced with the allotted contract amount of **\$109,217.80**.
2. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended by this Amendment, remain in full force and effect, and TTBH and County ratify and confirm the terms and provisions of the Agreement, as amended.

**EXECUTED** and effective as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

By: *Richard F. Cortez*  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

By: *Arturo Guajardo, Jr.*  
Arturo Guajardo, Jr., County Clerk



**TROPICAL TEXAS BEHAVIORAL HEALTH**

By: *W. Terry Crocker*  
W. Terry Crocker, Chief Executive Officer

Approved By Commissioners Court On: 2-22-2022

*MONICA SALINAS*  
MONICA SALINAS (FEB 23, 2022 10:39 CST)

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: *Robert Viña, III*  
Robert Viña, III  
Assistant District Attorney





# C-20-403-12-15 - TTBH - Amendment No. 1

Final Audit Report

2022-02-11

Created:	2022-02-11
By:	Michelle Nielsen (mnielsen@ttbh.org)
Status:	Signed
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## "C-20-403-12-15 - TTBH - Amendment No. 1" History

-  Document created by Michelle Nielsen (mnielsen@ttbh.org)  
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-  Document emailed to Terry Crocker (tcrocker@ttbh.org) for signature  
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-  Document e-signed by Terry Crocker (tcrocker@ttbh.org)  
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-  Agreement completed.  
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2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

**TRANSMITTAL FORM**

Today's Date: 12/17/2020 Department: 110 - County Judge  
Contract No.: C-20-403-12-15 Effective Date: January 1, 2021  
Description of Project: Screening Assessments & Psychiatric Evaluations of Inmates  
Awarded Vendor: TTBH  
CC Approval on 12/15/2020 AI- 78655

**Routing of documents:**

- ✓ 1. Executive Office – Attn: Monica Salinas
- ✓ 2. District Attorney's Office – Attn: Victor Garza
- \_\_\_\_\_ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Heidi Ortiz ext. 4877

**ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.

18.

**Purchasing Department - Notes:** *Marty*

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.  
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

*OK* A.

**Hidalgo County**

1. *OK* AI-78551

Recommendation by project architect HDR to award contract for RFB titled: "Procurement and Installation of Signage and Other Items" for the New Hidalgo County Courthouse Project No. 2020-504-11-18-HAG to the responsible vendor GraphTec Inc. submitting the best qualified bid [meeting all specifications and requirements as set forth and approved by CC and included in the procurement packet] in the amount of \$293,696.00 subject to submission of compliant payment and performance bonds with review and approval by HC/DA/Civil Section prior to execution by HC.

*P4/1*

*OK* 2. AI-78623

A.) Presentation of scoring/grading grid (from designated evaluation committee) for the purpose of Commissioners' Court to rank the responses received for the project: RFP No. 2020-400-11-04-ABV-Actuarial Consulting Services for GASB 74 & 75;

B.) Authority for the Purchasing Department to commence negotiations for a letter of engagement including (Best and Final Offer) with the number one ranked firm of Mullagher for "Actuarial Consulting Services".

*11 pks. O Mullagher 308 Bludd 306 Foster + Foster 36/*

*OK* 3. AI-78727

370th State District Court:

Presentation of the sole vendor, Vazaldua & Associates, submitting the lowest and best bid for the purpose of award and approval of contract for Request for Sealed Proposal titled: Hidalgo County -"Turnkey Online Credit Recovery, GED, Life Coaching & Tutoring Services" through project No. RFSP:2020-667-12-11-TDL subject to compliance with all federal and/or state requirements.

*OK* *P1/4*

*OK* 4. AI-78625

Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C) an item that can only be obtained from one source;

*for UCP*

*OK* *P1/4*

Approval of a Sole Source Declaration for Metro Fire Apparatus Specialties, Inc. for Fire Rescue Equipment and related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources);

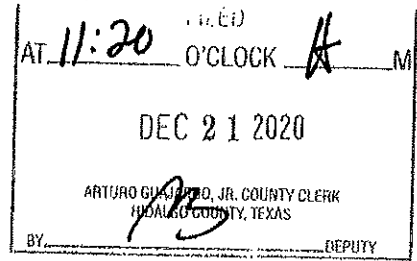
*P1/4*

*OK* 5. AI-78655

Requesting approval of Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health for the provision of "Screening Assessment and Psychiatric Evaluations for Inmates" - C-20-403-12-15.

*OK* *P4/1*

**B. Executive Office**



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: Richard F. Cortez  
Hon. Richard F. Cortez, County Judge


APPROVED BY  
COMMISSIONERS' COURT  
JUL 12/15/20 208

**TROPICAL TEXAS BEHAVIORAL HEALTH**

By: W. Terry Crocker  
W. Terry Crocker, Chief Executive Officer

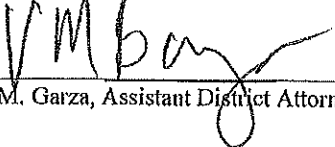
**ATTEST:**

By: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



Approved as to form:

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

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






# C-20-403-12-15 - TTBH - Signed by County-Hidalgo

Final Audit Report

2020-12-24

Created:	2020-12-23
By:	Michelle Nielsen (mnielsen@ttbh.org)
Status:	Signed
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## "C-20-403-12-15 - TTBH - Signed by County-Hidalgo" History

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-  Document e-signed by Terry Crocker (tcrocker@ttbh.org)  
Signature Date: 2020-12-24 - 4:07:46 PM GMT - Time Source: server- IP address: 70.123.85.85
-  Agreement completed.  
2020-12-24 - 4:07:46 PM GMT