

**Care Coordination Agreement
Between Tropical Texas Behavioral Health (TTBH)
And
Hidalgo County Jail**

This Agreement is entered into between **Tropical Texas Behavioral Health** (“TTBH” or “Center”), established and operated as a Community Center pursuant to Chapter 534, Subchapter A of the Texas Health & Safety Code and designated as the Local Mental Health Authority pursuant to Chapter 534 Subchapter B, Health and Safety Code, and the Center’s Policies and Administrative Procedures and the **Hidalgo County Jail** (“Jail”).

I. Provision of Services

The intent of the Agreement is to establish procedures for the reimbursement of the Jail by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) for up to ninety (90) days of medications and related physician and laboratory services provided to detainees upon their return to jail from commitment to a state mental health facility under the Texas Code of Criminal Procedure, Chapter 46B, and to proceed with trial after determination of competency.

Services and medications reimbursable under this agreement are limited to those listed in the State Hospital Continuity of Care Plan and are pre-authorized by TCOOMMI. Jail will provide notification and required documents to Center for the processing of pre-authorization and invoices in accordance with the State Hospital Continuity of Care Plans and the terms of this agreement.

II. Care Coordination Process

- A. Within one business day after the adjudication of a detainee as not competent to stand trial, communication and exchange of applicable documents between Jail and TTBH and pertaining to this agreement will begin and will continue through movement of the person to the State Hospital for legal competency restoration, return to the Jail as competent to stand trial and until the detainee is released because charges are disposed or is released on bond.
 - 1. The Jail will notify the TTBH TCOOMMI Program Director when an individual is sent from the jail to a state facility for 46B competency restoration.
 - 2. The Jail will, within seven (7) days of the individual’s return to the Jail after the individual is deemed competent to stand trial, submit the following to the TTBH TCOOMMI Program Director via secure email to TCOOMMIdirector@ttbh.org:
 - a. Order of Competency Restoration
 - b. State Hospital Continuity of Care Plan
 - c. Order of Release to Stand Trial with Determination of Competency
 - d. Jail plan of care that matches the medications and services included in the State Hospital Continuity of Care Plan and includes the names and NPI numbers of providers, planned service encounters, pharmacological lab services, and itemized cost estimates for each.
 - e. Itemized cost estimate for qualifying medications

3. For detainees returned to the Jail as competent and awaiting trial, TTBH will request approval from TCOOMMI to reimburse the Jail for up to ninety (90) days of the medication administered in accordance with the State Hospital Continuity of Care Plan.
 4. Reimbursement for services is limited to usual and customary fees. Reimbursement for medication is limited to current and actual cost of medications administered.
 5. Reimbursement is contingent upon authorization by TCOOMMI and dependent upon availability funding.
- B. No reimbursement shall be provided under this Agreement for any medication or other service provided after a detainee is released from Jail.

III. Payment for Reimbursement

1. All required documentation must be provided by Jail to TTBH according to the timelines described in this agreement and TCOOMMI must have available funds.
2. In addition to the documents listed in II. A. 2. a. through e. (above), the Jail shall submit an invoice which includes itemized costs per detainee for each physician service, lab service and medication administered by the fifteenth (15th) day of each month for expenses incurred by the jail the previous month. Documentation and invoice should be sent via secured email to the following address:

TTBH TCOOMMI Program Director
Email: TCOOMMIdirector@ttbh.org

3. TTBH will submit reimbursement requests for qualifying expenses to TCOOMMI within thirty (30) days of receiving all required documents from Jail.
4. TTBH will reimburse Jail by the last day of each month following the receipt of payments by TCOOMMI to TTBH.

IV. Relationship of Parties

1. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for either party whatsoever with respect to the liabilities and obligations of the other party.
2. The Center hereby designates the TTBH TCOOMMI Program Director or his/her designee to serve as the continuity of care worker and contact for the state facility and liaison to the Jail for all 46B detainees. The Jail will maintain a designee to serve as the liaison to the Center for implementation of this Agreement and will provide, on an ongoing basis, current contact information for that designee to the Center.

V. Miscellaneous

1. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

2. The Center and the Jail, in accordance with Section 614.017 of the Texas Health and Safety Code, shall accept and receive information concerning these detainees in order to maintain continuity of care.
3. The Center shall have the right to audit the Jail’s expenditures specific to those detainees who are committed under the Texas Code of Criminal Procedure Chapter 46B, and who will receive medications under this Agreement.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in **Hidalgo** County, Texas.

VII. Term and Termination

1. The term of this Agreement shall commence on 01/23/2024, and continue until August 31, 2024 unless terminated at an earlier date in accordance with Section V.
2. Either party may terminate this Agreement, without cause, upon thirty (30) days prior to written notice to the other party. Within twenty (20) days after the effective date of termination, the Jail shall submit its final documentation for services rendered prior to the date of termination.

Hidalgo County:

By: _____
 Name: J.E. “Eddie” Guerra
 Title: Hidalgo County Sheriff
 Date: _____

Tropical Texas Behavioral Health

By: _____
 Name: W. Terry Crocker
 Title: Chief Executive Officer
 Date: _____

ATTEST: _____

_____ County, Texas

Remainder of Page Intentionally Left Blank