

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
and
HIDALGO COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (the Agreement) establishes the mutual agreement of **Tropical Texas Behavioral Health (TTBH)**, a Certified Community Behavioral Health Center (CCBHC), and **Hidalgo County Sheriff's Office** a referral PARTNER (PARTNER) to coordinate referrals and services for those individuals who receive community-based mental health and/or substance use disorder services from TTBH. The purpose of this Agreement is to establish the roles of both parties in the collaborative treatment planning and care coordination activities.

I. Referral Activities

1. TTBH will, within its scope and capacity:
 - a) Provide integrated and coordinated care across a spectrum of services in a manner that is both person-centered, family-centered and consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (ACA).
 - b) Adhere to the requirements of the TTBH CCBHC demonstration, as implemented by the Texas Health and Human Services Commission (HHSC).
 - c) Inform PARTNER if TTBH becomes unable to accept new referrals.
2. PARTNER will, within its scope and capacity:
 - a) Make and/or accept referrals to/from TTBH in order to assist individuals in need of services and resources.
 - b) If accepting referral, PARTNER agrees to notify TTBH if at any time it becomes unable to accept new referrals.
 - c) Inform TTBH if PARTNER becomes unable to accept new referrals.

II. Care Coordination Processes

BOTH parties confirm their understanding that, within their scope, capacity, and role:

1. **TTBH will** to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to TTBH for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
2. **TTBH will** If such screening and/or treatment indicate the need for referral to PARTNER for services, TTBH will assist clients and/or their families to obtain an appointment with PARTNER. TTBH will also confirm with PARTNER that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.6.
3. **TTBH will** ensure that clients' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. TTBH will make reasonable efforts to obtain necessary consent for release of information from clients of TTBH.

4. **TTBH will** make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. TTBH will make all reasonable efforts respond to requests for mental health crisis within 1 hour of request. For all TTBH clients who present as a potential suicide risk, TTBH will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. TTBH will coordinate consent and follow-up services with the consumer within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.
5. **TTBH and PARTNER will** collaborate in treatment planning and care coordination activities in a manner that is person and family-centered.
6. **TTBH and PARTNER will** coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing TTBH and PARTNER to track clients and the services they receive, coordinating the transfer of medical records for services, coordinating TTBH's active follow-up and other activities necessary for effective management of care transitions.
7. **TTBH and PARTNER agree** that the individuals served by either party are considered clients of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third-party payors, funding sources, and, as applicable, clients, observing the Party's customary billing, collection, and discount/charity care policies.
8. **TTBH and PARTNER agree** that each Party shall be responsible for training and competencies of staff employed by the Party and meet all requirements of their respective state laws, statutes, and other standards including but not limited to licensing.

III. Insurance and Liability

1. TTBH and PARTNER represent and warrant that each Party and its clinicians, if applicable, providing services hereunder are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the Services that the Party furnishes under this Agreement.

IV. Assurance of Patient and Clinician Choice, if Applicable

1. TTBH and PARTNER acknowledge and agree that all health and health-related professionals employed by or under contract with either TTBH or PARTNER retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer clients to any and all providers who best meet the medical needs of such clients.
2. TTBH and PARTNER acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. TTBH and PARTNER acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to

require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party, subject to Section II above.

4. TTBH and PARTNER remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. TTBH and PARTNER retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

V. Term and Termination

1. This Agreement will be effective on September 1, 2025, and will expire on August 31, 2026, and will thereafter automatically renew for an additional one (1) year term (August 31, 2027) unless written notice of intent not to renew is provided by one Party to the other Party no less than thirty (30) days prior to the expiration of the then-current Agreement in accordance with Section V.
2. Either TTBH or PARTNER may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.
3. This Agreement may be terminated for cause upon written notice by either TTBH or PARTNER. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

VI. Privacy and Confidentiality of Consumer Information

1. TTBH and PARTNER will coordinate care in compliance with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party shall seek clients' consent for disclosure of their health information when required in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section VI shall survive termination of this Agreement.
4. See attached Business Associate Agreement for further information on HIPAA.

HIDALGO COUNTY SHERIFF'S OFFICE

TROPICAL TEXAS BEHAVIORAL HEALTH

Name: J E 'Eddie' Guerra
Title: Sheriff
Date: 6/2/25

W. Terry Crocker
Chief Executive Officer
Date: 6/2/25