

INTERLOCAL COOPERATION CONTRACT
C-13-356-12-20

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency: County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency: Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. 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.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

| | |
|---|-------------------------|
| Physician time spent at the jail facility | \$ <u>150.00</u> / Hour |
| Screening for Adults | \$ <u>60.00</u> / Hour |

IV. 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.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. 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

VI. TERM OF CONTRACT:

This contract is for a period of **two (2) years**, commencing, **January 1, 2014** and expiring, **December 31, 2015** with the County's option to renew/extend for and additional five (5) one (1) year terms, commencing **January 1, 2016**, under the same rates, terms and conditions.

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:

Terry Crocker
Chief Executive Officer
P. O. Drawer 1108/1901 South 24th Avenue
Edinburg, TX 78540

If to the County:

Ramon Garcia
Hidalgo County Judge
302 W. University Dr./701 E. El Cibolo Rd.
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

IX. COMMITMENT OF REVENUES ONLY

In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY

Hidalgo County

Ramon Garcia
Hon. Ramon Garcia, County Judge

Date: _____

PERFORMING AGENCY

Tropical Texas Behavioral Health

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

Date: 1-9-14

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk


Date: _____

Approved by Commissioners' Court
12/20/13 RO

Approved as to form:

Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
Stephen L. Crain, Attorney



Texas Council
Risk Management Fund
 P.O. Box 26655, Austin, Texas 78755-0655
 (512) 346-5314 FAX (512) 346-9321

December 6, 2013

Leticia H. Saenz, CPPB/Contracts Manager
 Hidalgo County Purchasing Department
 2812 South Business Highway 281
 Edinburg, TX 78539

Subject: Verification of Coverage
 Contract: 031
 RE: Tropical Texas Behavioral Health

The Tropical Texas Behavioral Health has requested that we verify insurance coverages with you. This is to advise you that the Tropical Texas Behavioral Health is a member of the Texas Council Risk Management Fund.

The Tropical Texas Behavioral Health currently has the following coverages in effect:

| Workers' Compensation | | Statutory |
|---------------------------------|--------------------------------|---|
| General Liability | \$ 1,000,000. 1,000. | Per Occurrence & Annual Aggregate (No blanket contractual liability) Deductible |
| Automobile Liability | \$ 1,000,000. 1,000. | Per Occurrence Deductible |
| Auto Physical Damage | \$500. \$500. | Collision Deductible Comprehensive Deductible |
| Professional Liability | \$ 1,000,000. \$ 3,000,000. | Per Claim Annual Aggregate |
| Sexual Misconduct | \$ 100,000. 1,000. | Per Claim (no coverage for intentional acts) Deductible |
| Errors & Omissions Liability | \$ 1,000,000. 1,000. | Combined Single Limit Deductible |

Coverage for liability assumed under contract is specifically excluded under all of the above listed liability coverages. Therefore contractual liability coverage insuring against any loss sustained by the County of Hidalgo or third parties as a result of Tropical Texas Behavioral Health's breach or otherwise failing to fulfill the obligations of the contract is specifically excluded and is not covered.

All coverages are effective 09/01/2013 and are **considered continuous until cancelled.**

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (512) 346-5314.

Sincerely,

TEXAS COUNCIL RISK MANAGEMENT FUND

A handwritten signature in black ink, appearing to read "Ernest Garcia", with a long, sweeping horizontal line extending to the left.

Ernest J Garcia
Customer Service Associate