

STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER

THIS AGREEMENT ("Agreement") is now made by and between Fort Bend County, Texas ("County"), a body corporate and politic under the laws of the State of Texas acting pursuant to the duly authorized act of its Commissioner's Court, and Texana Center ("Texana"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended.

WITNESSETH

WHEREAS, since 1999, the County and Texana have entered into an Interlocal Agreement to establish and provide a unified delivery system for Behavioral Health and Intellectual Development Disabilities services for residents of Fort Bend County; and

WHEREAS, Texana Center is a community center and an agency of the State of Texas that provides behavioral healthcare and developmental disabilities services to residents of a six-county area that includes Fort Bend County; and is designated by the Texas Department of Aging and Disabilities Services as the local Mental Retardation Authority, and by the Texas Department of State Health Services as the local Mental Health Authority, and

WHEREAS, Texana has established programs and services that serve those groups of persons with mental illness or mental retardation in Fort Bend County that are most in need of such services; and

WHEREAS, Texas Health & Safety Code § 534.019, permits a local agency to contribute funds to assist in the administration of the community center's programs and services; and

WHEREAS, the County desires to provide its share of matching funds for the administration of Texana's programs, services and transportation related activities for residents of Fort Bend County; and,

WHEREAS, the governing body of Texana has duly authorized this Agreement; and,

WHEREAS, this is a contract for professional services and is exempt from competitive bidding as authorized by Local Government Code § 262.024;

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

AGREEMENT

1. ADMINISTRATION PROGRAMS AND SERVICES

- 1.1. Texana will provide the following community services:
 - (a) Behavioral Healthcare Services for Eligible Adults and Children
 - (b) Intellectual & Development Disability Services for qualified Adults and Children
 - (c) Children's Center for Autism
 - (d) Behavior Improvement Center
 - (e) Behavior Treatment and Training Center
 - (f) Early Childhood Intervention
 - (g) Home Community Based Service Coordination
 - (h) Texas Correctional Office on Offenders with Medical or Mental Impairments program with CSCD and Juvenile Probation
 - (i) 24-Hour Crisis Hotline
 - (j) Mobile Crisis Outreach Team
- 1.2. Texana will also continue to collaborate with Fort Bend County on the implementation of Delivery Systems Reform Incentive Payment (DSRIP) projects approved by Texas Health Health and Human Services Commission (HHSC) as part of the 1115 Waiver initiative. Texana will participate as a stakeholder in the Fort Bend County Behavioral Health Crisis Response and Intervention and the Fort Bend County Behavioral Health Juvenile Diversion Project working groups when deemed appropriate by Fort Bend County. In addition, Fort Bend County would request inclusion of a Fort Bend County representative on any similar working group for the implementation of Texana's Crisis Services Unit project.
- 1.3. Texana also agrees to provide the following minimum information regarding the services provided:
 - (a) Quarterly and Annual Reports as provided to the Texana Board Members including any:
 - (i) Quarterly Operating Statement
 - (ii) Audited Annual Financial Report
 - (iii) Annual Single Audit State and Federal
 - (iv) Consolidated Local Service Plan
 - (b) Specific information on the following collaborative projects for residents of Fort Bend County on a quarterly or monthly basis:
 - (i) Number of referrals to the Austin State Hospital
 - (ii) Semi-annual Reimbursement and/or Reporting of Metrics for the 1115 Crisis Unit Project listed above, once HHSC has finalized the reporting requirements under the 1115 Waiver program.
 - (iii) Number of calls received by the Crisis Hotline and designation of call.
 - (iv) Mobile Crisis Outreach Team number of contacts or activations
 - (v) Quarterly Number of unduplicated Children serviced through the Autism program
 - (vi) Quarterly Number unduplicated adults and youth/children serviced by the Intellectual Development Disabilities programs
 - (vii) Quarterly Number of unduplicated Clients both Adult and Juvenile serviced through the TCOOMMI project.

2. PAYMENT/CREDIT

- 2.1. The County shall make available to Texana an amount not to exceed Six hundred twenty-five thousand and 00/100 Dollars (\$625,000.00) for all services provided pursuant to this Agreement.

3. INDEMNITY AND HOLD HARMLESS

- 3.1 TEXANA RELEASES AND FOREVER DISCHARGES THE COUNTY FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, LOSS OF SERVICES, ACTIONS AND CAUSES OF ACTION ARISING FROM ALL LOSSES OR DAMAGES OF ANY KIND, INCLUDING ATTORNEYS FEES AND COURT COSTS, SUSTAINED AS A CONSEQUENCE OF OR IN ANY WAY RELATED TO ANY ACTIONS OR CONDUCT OF THE COUNTY REGARDING THIS AGREEMENT. BY THIS INDEMNITY, TEXANA ~~INDEMNIFIES AND HOLDS HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, LOSS OF SERVICES, ACTIONS AND CAUSES OF ACTION ARISING FROM ALL LOSSES OR DAMAGES OF ANY KIND WHICH MAY BE MADE BY PERSONS OR ENTITIES CLAIMING BY OR THROUGH TEXANA, AS A CONSEQUENCE OF OR IN ANY WAY RELATED TO ANY ACTIONS OR CONDUCT OF THE COUNTY RELATING IN ANY WAY TO THIS AGREEMENT.~~
- 3.2 Texana shall maintain General Liability Coverage with limits of not less than \$400,000 per occurrence, \$400,000 in aggregate, and to provide County with a certificate reflecting these limits.
- 3.3. Texana shall maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$400,000 combined single limit per accident for bodily injury and property damage.
- 3.4. Texana shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas.
- 3.5. Texana shall name Fort Bend County, its' elected and appointed officials, employees and agents as additional insureds to required coverages, except for Workers' Compensation.
- 3.6. Texana shall provide coverage with a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certificate of coverage shall be delivered to County on or before the date of this Agreement. All coverage specified shall remain in effect during the term of this Agreement. Texana shall provide sixty (60) days prior written notification to the County for any change or cancellation of the certificates or policies described herein. Any termination of coverage shall result in immediate termination of this Agreement. All required policies shall provide waiver of subrogation in favor of the County.

4. TERM

- 4.1. The initial term of this Agreement shall commence on October 1, 2018 and end on September 30, 2019, unless sooner terminated as provided in this Agreement.
- 4.2. This Agreement may be terminated at any time, without cause, by either the County or Texana by giving (30) days written notice to the other party.
- 4.3. In the event of termination, any funds/services provided to Texana by the County shall immediately cease and any future requests for fund/services shall be subject to renegotiation.

5. INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 5.1. In the performance of work or services hereunder, all personnel and/or agents employed by Texana for services under this agreement are deemed independent contractors and shall not be deemed to be employees, agents or servants of the County and shall not be entitled to any privileges or benefits of County employment.
- 5.2. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as in

constituting Texana (including its officers, employees, and agents), representatives or employees of the County for any purpose or in any manner whatsoever.

6. NOTICES

6.1. Notices, correspondence, and all other communications shall be addressed as follows:

To County: Fort Bend County
Attn: Robert E. Hebert, County Judge
401 Jackson St.
Richmond, Texas 77469

To Texana: Texana Center
Attn: George Patterson, Chief Executive Officer
4910 Airport, Building B
Rosenberg, Texas 77471

7. MISCELLANEOUS

- 7.1. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. As required by Chapter 2270, Government Code, Texana hereby verifies that he does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Texana represents pursuant to Section 2252.152 of the Texas Government Code, that Texana is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- 7.2. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.3. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 7.4. Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.
- 7.5. This agreement is non-assignable.

8. ENTIRE AGREEMENT

- 8.1. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject.

Signatures Follow On Next Page

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

TEXANA CENTER

Robert Hebert, County Judge

George Patterson
George Patterson, M.A., L.P.C.
Chief Executive Officer

Date

10-17-18
Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$625,000.00 to pay the County's obligation in the aforementioned Agreement.

Robert Ed Sturdivant, County Auditor