

STATE OF TEXAS

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COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT  
BETWEEN FORT BEND COUNTY AND TEXANA CENTER FOR  
ASSERTIVE COMMUNITY TREATMENT/INTENSIVE MENTAL HEALTH SERVICES  
AND SUBSTANCE ABUSE SERVICES**

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**, the Texas Health and Human Services Commission has established a grant program under Texas Government Code Chapter 531 for community collaborations to divert certain individuals with mental illness from the criminal justice system;

**WHEREAS**, a specific goal of the grant program is to reduce recidivism by, the frequency of arrests of, and incarceration of persons with mental illness.

**WHEREAS**, a requirement of the grant is that the community collaboration includes a county, a local mental health authority that operates in the county, and each hospital district, if any, located in the county;

**WHEREAS**, the County is a political subdivision of the State of Texas with police protection and detention powers as well as public welfare programs;

**WHEREAS**, TEXANA is the local mental health authority and an agency of the State of Texas whose primary purpose is to provide mental health services in the community and who has received a community collaboration grant; and

**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 premises and the mutual covenants and undertakings herein contained, the Parties agree as follows:

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 **Terms Stated Above.** For the purposes of the Agreement, the terms “Agreement,” “County,” and “TEXANA,” shall have the meanings indicated above.
- 1.2 **Additional Terms.** In addition to Section 1.1 above and for purposes of this Agreement, the following terms shall have the meanings assigned below:
- A. “Services” means Assertive Community Treatment/Intensive Mental Health Services and access to Substance Abuse services, as more fully described in Section 3.2.
  - B. “Agreement Sum” means the amount of Five Hundred Thousand dollars and 00/100 reimbursed by County to TEXANA reimbursements and/or incurred expenses during this Agreement Term.
  - C. “Expenses” means TEXANA costs that are completely attributable to and associated with the provision of services under this Agreement.
- 1.3 **“Participant”** means an individual in contact with the justice or law enforcement systems that has been selected for, has consented to and is enrolled in one or more of the Services.

**SECTION II**  
**AGREEMENTS OF FORT BEND COUNTY**

County agrees as follows:

2.1 **Expenses.** County will provide, by way of reimbursements to TEXANA or through County incurred expenses, a cumulative amount not to exceed the Agreement Sum in support of the Services provided by this Agreement. The County Auditor will remit payment to TEXANA upon receipt of invoice and approval by County’s Behavioral Health Director that the submitted expenses have funded services within budgetary and programmatic compliance in furtherance of the goals identified by County. No payment shall issue to TEXANA without approval of expenses from the County’s Behavioral Health Director.

2.2 **Facilitation and Coordination of Services.** County will facilitate and coordinate TEXANA’s provision of Services with the Fort Bend County Sherriff’s Office, the Fort Bend County Courts, the Fort Bend County District Attorney’s Office, and other parties that TEXANA and County believe are necessary for service provision.

2.3 Goals and Outcomes. TEXANA will copy the County Behavioral Health Director monthly on the goals/outcomes established collaboratively with the County Behavioral Health Director and approved by HHSC as part of the application process. These goals/outcomes are required to be reported monthly via an HHSC template and shall be consistent with the document "SB 292: Mental Health Grant for Justice Involved Individuals Work Plan Template," attached as Exhibit A and incorporated by reference.

2.4 Jail Data. County by and through the County Behavioral Health Director will be responsible for reporting the number of individuals in the jail as of the last day of the preceding month and the number of those individuals with mental illness to TEXANA to be reported on the HHSC reporting template.

2.5 Jail Diversion Coordinator. County will hire and compensate a Jail Diversion Coordinator to meet weekly with TEXANA to staff cases and review referrals. This individual will serve as the liaison with the justice system and will work closely with the jail, the courts and the legal system. The Jail Diversion Coordinator will work closely with the treatment team to assist and monitor coordination of care and outcomes. The Jail Diversion Coordinator will also assist with removing individual and systems barriers to care for individuals in the program and connecting Participants to needed services. The Jail Diversion Coordinator will also be responsible for follow-ups after Participants have been discharged from the program.

2.6 Monthly Reporting. County by and through the County Behavioral Health Director will be responsible for reporting monthly the services/activities provided by the Jail Diversion Coordinator. The Jail Diversion Coordinator may use the Texana Center EHR for reporting these services/activities or another agreed upon means. Jail Diversion Coordinator shall be given access to the SB292 project individuals in Texana Center's EHR. Jail Diversion Coordinator shall be able to review services, person centered recovery plans and all associated progress notes.

### **SECTION III** **AGREEMENTS OF TEXANA**

TEXANA agrees as follows:

3.1 Weekly Meetings. TEXANA will meet with the County's Jail Diversion Coordinator team weekly to review and discuss individuals with serious mental health histories and either an upcoming or recent release from incarceration. The primary focus of the team is to determine the needs of each individual (e.g. housing, VA services, outpatient referrals, etc.). Once an individual's needs have been identified, TEXANA will coordinate the necessary services and is responsible for following through with treatment/needs coordination for that individual.

3.2 Services and Supports. TEXANA will provide, directly or by subcontractor approved by County, Participants with intensive services and supports to reduce jail recidivism by use of the following treatment types:

- A. Providing Assertive Community Treatment including all services in LOC-4, as clinically warranted:
  - 1. Access to appropriate behavioral health services
  - 2. Continuity of care for individuals exiting county and local jails
  - 3. Access to timely treatment services
  - 4. Implementation of evidence-based practices
  - 5. Consumer transportation and access to treatment
  - 6. Access to housing
- B. Employing or contracting for a Recovery Coach for Substance Abuse
- C. Ensuring continuity of care with the Fort Bend County Jail Diversion Coordinator to make sure all supervision and court requirements for participants are met.

3.3 Payment Request Submission. Not later than the fifteenth (15th) day of each month during the Agreement Term, submit a written request to the County Behavioral Health Director who will approve or deny the expenses before forwarding the request to the County Auditor.

3.4 Disputed Cost Schedule Amounts. After receipt of a written disputed Payment Request Submission to meet in good-faith with County to discuss and resolve any disputed expenses or amount(s).

3.5 Net Costs Schedule. Not later than forty-five (45) days after the Termination Date, provide County a sufficiently itemized written schedule, in a HHSC approved expense reporting template detailing the Costs of each Service during the Agreement Term.

#### SECTION IV MUTUAL AGREEMENTS

County and TEXANA agree as follows:

3.1 Effective Date, Termination Date, and Term. This Agreement is effective as of April 1, 2018 (the "Effective Date") and shall terminate August 31, 2019 (the "Termination Date"). The term of this Agreement shall be interval between the Effective Date and Termination Date, inclusive of said Dates (the "Agreement Term").

3.2 Programs. The Parties agree to mutually collaborate in providing community programs that include behavioral health care services for individuals with a mental illness and /or co-occurring substance abuse and psychiatric disorders with unmet behavioral health needs encountering the criminal justice system; and facilitating the local cross-agency coordination of behavioral health, physical health, and jail diversion services for

individuals with mental illness involved in the criminal justice system.

- A. The provision of assertive community treatment or forensic assertive community treatment with an outreach component; and
- B. The provision of intensive mental health services and access to substance abuse treatment not readily available in the county.

3.3 Participant Selection. The potential program participants will be identified through Fort Bend County Behavioral Health Services, Fort Bend County detention staff, the Fort Bend County courts, or the Fort Bend County CIT officers. TEXANA may identify potential candidates at the Crisis Center or outpatient clinics. If the individual wishes to participate in the program then a referral form will be completed and shared with the other lead agency. Both Fort Bend County and TEXANA Center staff that oversee the project must agree the candidate qualifies for the program and will be open to the program. The services provided to the Participant will be driven by the Participant's need. In some cases the Participant will be able to have all services covered by one agency partner and in other cases all partners may provide services to fit the need of the Participant.

3.4 Eligibility. The eligibility criteria for Participants receiving Services are:

- A. A documented serious mental illness,
- B. At least one or more arrests in the past 12 months, and
- C. Must be a Fort Bend County resident

3.5 County Control. County exercises no control over TEXANA, or its respective agents, employees, or contractors in carrying out its provisions of this Agreement, except that County shall review and approve Payment Request Submission for the propose of budgetary and programmatic compliance for any reimbursement from County. This Agreement shall not be construed as creating an employer/employee relationship between County and TEXANA.

3.6 TEXANA Control. TEXANA exercises no control over County or its respective agents, employees, or contractors in carrying out their provisions of this Agreement. This Agreement shall not be construed as creating an employer/employee relationship between TEXANA and County.

3.7 Captions and Headings. The captions and headings used in this Agreement are for convenience only and do not limit the contents of the Agreement.

- 3.8 Privacy/Confidentiality/Use of Medical Information. The Parties agree that certain information, reports, and data created under this Agreement may be 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 the Services and which are unrelated to the administration of this Agreement.
- 3.9 Entire Agreement. This Agreement, including any schedules, exhibits, 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.
- 3.10 No Subcontracting or Assignment Binding Effect. The Parties shall not subcontract or assign this Agreement to any other party or parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 3.11 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 provision of services by any other Party.
- 3.12 Insurance Coverage. Each Party providing a service under this Agreement shall provide, at its sole cost and expense, commercial or other similarly performing insurance providing general liability, worker's compensation, and professional liability coverages for its employees and/or contractors providing services under this Agreement.
- 3.13 Notices. Any requests, replies, notices, or demands for or permitted by a Party under this Agreement must be in writing and shall be sent by registered or certified United States mail or by a recognized commercial carrier or delivery services as follows:

To County:           Fort Bend County  
                          Attn: 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

- 3.14 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.
- 3.15 Acknowledgment of Federal HIPAA Obligations. The Parties acknowledge that they may be covered entities under the federal Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "HIPAA"). The Parties acknowledge that federal regulations relating to the privacy of individually identifiable health information require covered entities to comply with the privacy standards adopted by the United States Department of Health and Human Services, as they may be amended from time to time, 65 Fed. Reg. 82462-82829 (Dec. 28, 2000) and as modified by amendments adopted on August 14, 2002, 67 Fed. Reg. 53264 (the "Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services to or on behalf of a covered entity comply with certain obligations regarding the privacy of health information. However, the Parties further understand that the Privacy Standards specifically state that a business associate relationship is not established when a health care provider discloses administrative information. Accordingly, the Parties agree that language sufficient to satisfy the business associate requirements set forth in the Privacy Standards is not required in this Agreement; however, the Parties shall agree to take any other further actions that are necessary from time to time to ensure the parties' mutual compliance with the Privacy Standards.
- 3.16 Amendment. This Agreement may be amended only by written agreement approved by each respective governing body at a publically noticed meeting and signed by the duly authorized representative of the governing body.
- 3.17 Governing Law. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas.
- 3.18 Venue. Venue for resolution by a court of competent jurisdiction of any dispute arising under terms of this Agreement, or for enforcement of the provisions of this Agreement, shall be in Fort Bend County, Texas, pursuant to Texas Civil Practice and Remedies Code, §15.015.
- 3.19 Severability. If any term(s) or provision(s) contained in this Agreement is or are determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in

whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.

3.20 Records and Access. Upon written request of County, or any of their duly authorized agents or representatives, TEXANA shall make available to County those records, books, and documents necessary to verify the status, nature, extent, and amount of any and all Services provided by TEXANA during the Agreement Term.

3.21 Conflict. In the event there is a conflict, this INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER FOR ASSERTIVE COMMUNITY TREATMENT/INTENSIVE MENTAL HEALTH SERVICES AND SUBSTANCE ABUSE SERVICES shall prevail over Exhibit A with regard to the conflict.

*Remainder left blank*

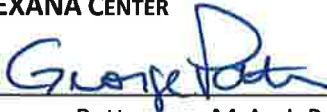
*Execution page follows*

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**

\_\_\_\_\_  
KP George, County Judge

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

\_\_\_\_\_  
Date

12.27.18  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

Exhibit A: SB 292: Mental Health Grant for Justice Involved Individuals Work Plan Template

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**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Michelle Turner, Assistant County Attorney