

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER
 FOR BEHAVIORAL HEALTH AND
 INTELLECTUAL DEVELOPMENT DISABILITIES 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, since 1999, 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;

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 as the Local Intellectual and Developmental Disability Authority and Local Mental Health Authority;

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

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas;

WHEREAS, Texana is the Local Mental Health Authority for Fort Bend County and is responsible for ensuring access to needed behavioral health services for the citizens of Fort Bend County;

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;

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;

WHEREAS, the governing body of Texana has duly authorized this Agreement; 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 foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

AGREEMENT

I. ADMINISTRATION PROGRAMS AND SERVICES:

A. Texana will provide the following community services:

1. Behavioral Healthcare Services for Eligible Adults and Children
2. Intellectual & Development Disability Services for qualified Adults and Children
3. Children's Center for Autism
4. Behavior Improvement Center
5. Behavior Treatment and Training Center
6. Behavior Stabilization Team
7. Early Childhood Intervention
8. Home Community Based Service
9. Texas Correctional Office on Offenders with Medical or Mental Impairments program with CSCD and Juvenile Probation
10. 24-Hour Crisis Hotline
11. Mobile Crisis Outreach Team
12. Crisis Follow-up Services
13. Crisis Center Services
14. Inpatient Hospitalizations
15. Continuity of Care Services
16. SB292 - Justice Mental Health Collaborative

B. Texana will continue to collaborate with Fort Bend County to review and report performance metrics captured as a result of this Agreement to ultimately achieve the intent and spirit set out herein.

C. Texana also agrees to provide the following minimum information regarding the services provided:

1. Quarterly and Annual Reports as provided to the Texana Board Members including any:
2. Quarterly Operating Statement
3. Audited Annual Financial Report
4. Annual Single Audit State and Federal
5. Consolidated Local Service Plan
6. Specific information on the following for residents of Fort Bend County on a quarterly basis:
 - a. Number of adults (unduplicated) served by Texana Behavioral Health Services (outpatient)
 - b. Number of children (unduplicated) served by Texana Behavioral Health Services (outpatient)
 - c. Number of individuals (unduplicated) admitted to local "contracted" psychiatric hospitals

- d. Total number of beds used
 - e. Total number of individuals served in the Crisis Center – Voluntary basis
 - f. Total number of individuals served in the Crisis Center – Detention Orders
 - g. Number of calls received by the Crisis Hotline and designation of call
 - h. Mobile Crisis Outreach Team number of contacts or activations
 - i. Number of Crisis Services Follow-ups
 - j. Number of individuals diverted from jail
 - k. Number of unduplicated Children serviced through the Autism program
 - l. Number of unduplicated adults served by the Intellectual Development Disabilities programs
 - m. Number of unduplicated adults served by the Intellectual Development Disabilities programs
 - n. Number of unduplicated adults served by TCOOMMI program
 - o. Number of unduplicated youth served by TCOOMMI program
- D. In addition to quarterly data, each report should include “Year To Date Totals” for each category.
- E. Required data shall be submitted electronically to the Fort Bend County Judge’s Office and the Behavioral Health Services Director.

II. PAYMENT/CREDIT: The County shall make available to Texana an amount not to exceed Six Hundred Twenty-Five Thousand and 0/100 dollars (\$625,000.00) for all services provided pursuant to this Agreement.

III. INDEMNITY AND HOLD HARMLESS

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 OR IN ANY WAY RELATED TO ANY ACTIONS OR CONDUCT OF THE COUNTY RELATING IN ANY WAY TO THIS AGREEMENT.

IV. INSURANCE

- A. 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.
- B. 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.
- C. Texana shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas.
 - D. Texana shall name Fort Bend County, its' elected and appointed officials, employees, and agents as additional insureds to required coverages, except for Workers' Compensation.
 - E. 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.

V. TERM

- A. This Agreement is effective as of October 1, 2022, and ends on September 30, 2023, unless sooner terminated as provided in this Agreement. The Parties acknowledge and agree that Services have been and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the Parties.
- B. This Agreement may be terminated at any time, without cause, by either the County or Texana by giving thirty (30) days notice to the other party.
- C. In the event of termination, any funds/services provided to Texana by the County shall immediately cease and any future requests for funds/services shall be subject to renegotiation.

VI. INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- A. 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 be entitled to any privileges or benefits of County employment.
- B. 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.

VII. NOTICES

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

VIII. MISCELLANEOUS

- A. This Agreement shall be construed under and in accordance with the law 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 it 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.
- B. 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.
- C. 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.
- D. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.
- E. This Agreement is non-assignable.
- F. HUMAN TRAFFICKING. BY ACCEPTANCE OF AGREEMENT, TEXANA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IX. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS: For purposes of Section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Texana hereby verifies that Texana and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States Government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, Section 807.051, or Section 2253.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Texana does not boycott Israel and is authorized to agree

in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Texana does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Texana does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2247.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

X. ENITRE AGREEMENT

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.

***{Remainder of page intentionally left blank}
{Execution page to follow}***

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

KP George
KP George, County Judge
County Judge KP George

10.11.22
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



TEXANA CENTER

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

9.20.2022
Date

Reviewed by:

M. Connie Almeida
M. Connie Almeida, PhD
Director of Behavioral Health Services

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
Robert Ed Sturdivant, County Auditor

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