

THE STATE OF TEXAS) INTERLOCAL AGREEMENT
) **FOR**
COUNTY OF WEBB) MENTAL HEALTH SERVICES

This **INTERLOCAL AGREEMENT** (the “Agreement”) is entered into as of the 10th day of June, 2019, by and between Border Region Behavioral Health Center (“Border Region”), a local government for purposes of Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”), acting through its Board of Trustees, and with said local government being located at 1500 Pappas, Laredo, Texas 78041, and Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court (“Webb County”), and with said political subdivision being located at 1000 Houston Street, Laredo, Texas 78040, for the provision and administration of mental health services to inmates of the Webb County Jail pursuant to Article 16.22 of the Texas Code of Criminal Procedure. Border Region and Webb County may be referred to collectively as “Parties” or individually as “Party” in this Agreement.

RECITALS

WHEREAS, Webb County, through the Webb County Sheriff’s Department, is charged by law with the responsibility for obtaining and providing reasonably medical care for inmates of the Webb County Jail under the supervision and control of the Webb County Sheriff (“Sheriff”); and

WHEREAS, Border Region was established as the Local Health Authority pursuant to Chapter 534 of the Texas Health and Safety Code, and provides a comprehensive array of mental health services in Webb, Zapata, Jim Hogg, and Starr County; and

WHEREAS, the purpose of the Interlocal Cooperation Act, Chapter 791, Texas Government Code is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another; and

WHEREAS, in compliance with the Interlocal Cooperation Act, each paying for the performance for governmental functions or services must make those payments from current revenues available to the paying party and the purchase of goods or services by Webb County pursuant to the Interlocal Act satisfies the requirements to seek competitive bids for the purchase of goods and services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein in this Agreement, the parties agree to the following:

**SECTION I
PURPOSE**

1.1 The purpose of this agreement is to provide and administer mental health care services to inmates of the Webb County Jail in compliance with applicable laws, rules, regulations, and national jail standards.

SECTION II STATEMENT OF SERVICES AND RESPONSIBILITIES

2.1 Under this Agreement, Border Region will provide Mental Health Services to Webb County Jail Inmates. Specifically, Border Region will provide for Psychiatric evaluation and follow-up medication review services. Webb County seeks to purchase all laboratory testing associated with these services and for inmates covered under this Agreement.

2.2 Border Region will have primarily, but not exclusive, responsibility for the identification, care, and treatment of inmates requiring mental health care and who are “security risks” or who represent a danger to themselves and others. On these matters of mutual concern, the Webb County Sheriff and his staff shall support, assist and cooperate with Border Region and Border Region shall support, assist and cooperate with the Webb County Sheriff whose decision on non –mental health matters shall be final. All decisions involving the exercise of mental health judgment are still the responsibility of Border Region.

2.3 **Jail Mental Health Services:** Border Region will provide behavioral skills training to assist the individual in reducing stress, managing symptoms, problem solving, reality orientation and monitoring symptoms to determine if more intensive services are needed. Service also includes educating the jail staff on the nature of mental illness, how to identify mental health de-compensation and the need for more intensive services, the importance of prescribed medications and other medications related information. Service may also include working the with inmate and jail staff to establish plans for the inmate to access mental health services after release from incarceration.

2.4 If the Webb County Sheriff or his designee becomes dissatisfied with any metal health care personnel provided by Border Region hereunder or by any independent contractor, subcontractor, or assignee, Border Region in recognition of the sensitive nature of correctional services, shall following receipt of written notice from the Sheriff or his designee of the grounds for such dissatisfaction shall prohibit the name individual(s) form providing services under this Agreement or shall cause any independent contractor, subcontractor, or assignee to prohibit the named individual(s) from providing services under this Agreement.

2.5 Border Region will be required to assure appropriately licensed and credentialed staff are available for all services requested/provided.

2.6 Border Region will maintain professional liability insurance on all providers who render services under this Agreement.

SECTION III WEBB COUNTY RESPONSIBILITY

3.1 As services under this Agreement are required, Webb County Sheriff’s Department will coordinate an appointment with Border Region. The Webb County Sheriff shall be responsible for all aspects of security of inmates needing mental health services. Webb County Sheriff’s department will assure that appropriate security is maintained by Webb County Sheriff

Department, as needed.

3.2 Only persons in the custody of Webb County Sheriff's department will be covered in this Agreement. Webb County Sheriff's Department will notify designated Border Region staff to request these services prior to the delivery of services under this Agreement.

3.3 The Sheriff is the primary contact for all services under this Agreement; however, he will designate appropriate persons in writing to handle particular responsibilities including but not limited to Facility (Jail) Administrator.

3.4 Federal Detainees. All off-site mental health services provided to federal detainees must be preapproved by the Federal Government. In the event of an emergency, Border Region shall proceed immediately with the necessary mental health treatment and shall notify the Sheriff immediately regarding the nature of the mental health issue and the types of treatment provided. Federal Detainees include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons facility, and individuals who are awaiting a hearing on their immigration status or deportation.

SECTION IV HIPAA

4.1 Border Region and Webb County acknowledge that Border Region is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 42 U.S.C. §§ 1302d through 1302d-8, and as amended by the Health Information Technology for Economic and Clinical Act of 2009 ("HITECH Act"), and further agree that to the extent Webb County comes into contact with information considered Individually Identifiable Health Information ("IIHI"), as defined in 42 U.S.C. §1320d(6) and 45 C.F.R. Parts 160 and 164 ("Privacy Rule"), or Protected Health Information ("PHI") as defined in the Privacy Rule, Webb County shall keep private and secure any information considered IIHI or PHI as required by federal and state law.

4.2 As a covered entity, Border Region is permitted under HIPAA, to use and disclose PHI without a patient's authorization for purposes enumerated in §164.512 including, but not limited to:

- a. As required by law;
- b. For Public Health Activities;
- c. To avert a serious threat to health and safety;
- d. To correctional institutions and other law enforcement custodial situations:
 - i. Border Region may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual PHI about such inmate or individual, if the correctional institution or such law enforcement official represents that each PHI is necessary for:

1. The provision of health care to such individuals;
 2. The health and safety of such individual or other inmates;
 3. The health and safety of the officers or employees of or others in the correctional institution;
 4. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 5. Law enforcement on the premises of the correctional institution; or
 6. The administration and maintenance of the safety, security, and good order of the correctional institution.
- ii. No application after the release. For the purposes of this provision, an individual is not longer an inmate when released on parole, probation, supervised release, or otherwise is no longer in lawful custody.

**SECTION V
PAYMENT OF SERVICES**

5.1 Webb County will reimburse Border Region for the following services based upon these rates:

Psychiatric Evaluation	\$300.00	Per Evaluation & Write-Up
Psychiatric Medication Management	\$150.00	Per Evaluation & Write-Up
Veinpuncture	\$10.00	Each
Administration of an Injection	\$30.00	Each
Laboratory Testing	Per Border Regions Contract with Lab Company with no added administrative fees	
Jail Mental Health Support Service	\$25.00	Per 30 minutes face-to-face
Jail Mental Health Support Service-Travel	\$10.00	Per 15 minutes of travel to provide service

**SECTION VI
TERM OF CONTRACT AND RENEWAL**

6.1 This Agreement shall commence on June 10, 2019. The initial term of this Agreement is from June 10, 2019, through June 9, 2020, and may be extended for three (3) one (1) year terms, if mutually agreeable to both parties.

6.2 Border Region and Webb County hereby extend to one another the bilateral right to exercise an option to renew this Agreement on the terms stated herein. Each renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement. Webb County must exercise an option to renew not earlier than ninety (90) days before expiration of the Agreement or the renewal period and not later than thirty (30) days prior to the end of the Agreement or the renewal period. Border Region will automatically renew the contract unless

Border Region provides notice of non-renewal to Webb County at least sixty (60) days prior to the expiration of the Agreement or the renewal period. An option to renew may not cover more than one (1) year each, and the total period of the Agreement, including the primary term and all renewals, may not exceed a maximum period of four (4) years.

SECTION VII TERMINATION

- 7.1 This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- a) Termination Without Cause. This Agreement may be terminated by either Border Region or Webb County without cause by written notice received via certified mail at least sixty (60) days in advance of the effective date of termination.
 - b) Termination by Mutual Agreement. In the event that Webb County or Border Region agrees in signed writing approved by their respective governing bodies this Agreement may be terminated on the terms and date stipulated therein.
 - c) Annual Appropriation and Funding. This Agreement may be subject to the annual appropriations of funds by the County Commissioners. Notwithstanding any provision to the contrary, if funds are not appropriated for this Agreement, then the County shall be entitled to immediately terminate this Agreement without penalty or liability.

SECTION VIII CONTRACTUAL RELATIONSHIP

8.1 The parties to this Agreement are governmental entities that are entering into this contract pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the parties. No other legal relationship is intended to be created by this Agreement, to include but not be limited to employer-employee or principal-agent. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

8.2 Border Region acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind Webb County to any obligation other than the obligations set forth in this Agreement. Webb County also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind Border Region to any obligation other than the obligations set forth in this Agreement.

SECTION IX RISK ALLOCATION-LIMITATION OF LIABILITY –INDEMNITY

9.1 Liability.

This Agreement is not intended to alter or reallocate any defense or immunity authorized or

available to either party by law.

9.2 Intentional Risk Allocation.

Border Region and Webb County each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

9.3 No Indemnification.

The parties expressly agree that, except as provided herein, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

SECTION X GOVERNMENTAL FUNCTION AND IMMUNITY

10.1 Governmental Function. The parties expressly agree that, in all things relating to this Agreement, Border Region and Webb County enter into this Agreement for the purpose of performing a governmental function and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

10.2 Sovereign Immunity. Border Region and Webb County reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

SECTION XI GENERAL PROVISIONS

11.1 Assignment and Subcontracting. Border Region cannot assign this Agreement, or any part of it, without the express written consent of Webb County. Any assignment or subcontract will not relieve Border Region of its independent obligation to provide the services and be bound by the requirements of this Agreement.

11.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other

person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their Notice information in the same manner.

COUNTY: Webb County Judge
1000 Houston Street
Laredo, Texas 78040

cc: Webb County Sheriff
902 Victoria Street
Laredo, Texas 78040

BORDER REGION: Maria A. Sanchez
Executive Director
1500 Pappas Street
Laredo, Texas 78941

11.3 **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas.

11.4 **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

11.5 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.6 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

11.7 **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond their control.

11.8 **Section Headings.**

The section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

11.9 **Representation of Counsel; Mutual Negotiation.**

Each party has had the opportunity to be represented by counsel of its choice in negotiating this

Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

11.10 Execution and Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts when making such proof.

11.11 Warranty of Capacity to Execute Contract.

The person signing this Agreement on behalf of the County warrants that he/she has the authority to do so and to bind the County to this Agreement and all the terms and conditions contained herein. The person signing this Agreement on behalf of Border Region warrants that he/she has the authority to do so and to bind Border Region to this Agreement and all the terms and conditions contained herein

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

(Signatures begin on the following pages)

EXECUTED this _____ day of _____, 2019

WEBB COUNTY

Hon. Tano E. Tijerina
Webb County Judge

ATTEST:

Hon. Margie Ramirez-Ibarra
Webb County Clerk

EXECUTED this _____ day of _____, 2019

**BORDER REGION BEHAVIORAL
HEALTH CENTER**

Mr. Roberto Vela
Chairperson

ATTEST:

Yolanda R. Davis
Board Secretary