

**AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN THE GULF COAST CENTER
AND BRAZORIA COUNTY**

This Agreement is made and entered into effective the 1st day of October, 2022 by and between Brazoria County (County), a political subdivision of the State of Texas and The Gulf Coast Center (GCC), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code, as amended, each of whom is a Party hereto, for the purpose of providing specialized services currently not available to the County through its present staff of employees. This Agreement supersedes all other agreements entered into by the Parties.

I. Recitals

WHEREAS, for many years GCC has provided mental health services to the County residents;

WHEREAS, for many years County has provided funds to GCC to assist in funding the services provided to County residents; and

WHEREAS, County and GCC entered into a Memorandum of Understanding effective November 14, 2017 and now wish to amend the terms of the Agreement as set forth below;

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agrees as follows:

II. Services Supported by Brazoria County Contributions

2.1 Funding provided by County to GCC help support the following services:

- a. Psychiatric medications to consumers from Brazoria County served by GCC in the community;
- b. Mental health services at the Brazoria County Detention Center as evidenced by the contract attached hereto as **Exhibit “A”**;
- c. Assistance to community residents diagnosed with intellectual developmental disabilities to remain in the community;
- d. Mobile crisis response in the community. Providing direct mental health consumer crisis response in the community;
- e. Operations for outpatient substance abuse recovery services, direct intensive and supportive recovery services – both group and individual; HIV outreach; and youth prevention services and support; and
- f. Operations for psychiatric hospital coordination.

III. Responsibility of Brazoria County

3.1 The County agrees to provide the following:

- a. County agrees to pay GCC \$268,800.00 annually to be paid in equal quarterly installments of \$67,200.00.
 - Payment (1) for October, November, December will be made in October for \$67,200.00.
 - Payment (2) for January, February, and March will be made in January for \$67,200.00.
 - Payment (3) for April, May and June will be made in April for \$67,200.00.
 - Payment (4) for July, August, and September will be made in July for \$67,200.00.

IV. Term

4.1 This Agreement's initial term shall be for one (1) year beginning on October 1, 2022 and terminating September 30, 2023. After the expiration of the initial term, this Agreement shall automatically renew for four (4) additional and successive but distinct one (1) year terms. Notwithstanding the preceding, either party may terminate this Agreement at the end of any then current one (1) year term by providing written notice to the other party of its intent to terminate this Agreement at least one hundred twenty (120) days prior to the expiration of the then current one (1) year term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then current one (1) year term.

This Agreement is EXECUTED to be effective as of October 1, 2022.

GULF COAST CENTER:

Date:

Felicia Jeffery,
Chief Executive Officer

ATTEST:

Cathy Scott, Secretary to the Board of Trustees

BRAZORIA COUNTY:

Date:

L.M. "Matt" Sebesta, Jr.
County Judge

ATTEST:

County Clerk

Exhibit A

THE GULF COAST CENTER MENTAL HEALTH CARE AT BRAZORIA COUNTY DETENTION CENTER

This Agreement is made and entered into effective the 1st day of October, 2022 by and between Brazoria County, on behalf of the Brazoria County Detention Center, (**County**) and The Gulf Coast Center (**GCC**), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code, as amended, each of whom is a Party hereto, for the purpose of providing specialized services currently not available to the County through its present staff of employees. This Agreement supersedes all previous agreements.

I. Recitals

WHEREAS, GCC currently provides the County Mental Health Specialists at the Brazoria County Detention Center (“Detention Center”) to perform mental health screening evaluations and related services for the inmate population, individuals incarcerated by the County and confined to the Brazoria County Jail;

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

II. Independent Contractor

2.1 **Independent Contractor.** The relationship between County and GCC shall be that of an independent contractor. It is agreed that GCC and its personnel will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant or borrowed servant of the County. Neither GCC nor its employees are entitled to any of the benefits that County provides for its employees. County does not assume liability to any third party for any actions, inactions or deeds taken by GCC, its agents or employees in the performance of this Agreement.

2.2 **Professional Judgment.** GCC and its personnel shall exercise their own professional judgment in the performance of services to the persons served. Services shall be performed in a competent, efficient, and satisfactory manner in compliance with state laws.

III. Responsibility of Gulf Coast Center Scope of Work

- 3.1 Mental Health Liaison:
- a. Manage and oversee Case Managers and Mental Health Intake Specialists and their duties;

- b. Submit all inmate medication brought to the jail to John Allen & Associates of Texas, LLC (“J Allen”) for approval by the on-call psychiatrist. The Mental Health Liaison or Case Manager will review the medication before submission to J Allen to identify new inmates to schedule for psychiatry appointments necessary to continue mental health medications while detained in the jail;
- c. Assess inmates who present possible mental health and/or intellectual disability problems including potential suicide threats and schedule to see the psychiatrist;
- d. Assist the District Attorney’s Office in facilitating paperwork, screenings, and establishing hearings and competency reviews;
- e. Work closely with the Mental Health Deputies to provide consultation and assistance when possible;
- f. Comply at all times with the Brazoria County Sheriff’s Office’s Policies and Procedures Manual and Mental Disabilities / Suicide Prevention Plan which includes suicide screening form and CCQ form;
- g. Assess inmates in crisis to determine immediate needs and inform Shift Supervisor about risk level of inmate; and
- h. Screen referred inmates for danger to self or others to determine immediate needs and to inform Shift Supervisor of the assessed risk level of the inmate; refer to J Allen as needed.

3.2 Mental Health Case Managers:

- a. Screen referred inmates for danger to self or others to determine immediate needs and to inform Shift Supervisor of the assessed risk level of the inmate; refer to J Allen as needed.
- b. Coordinate and schedule psychiatric appointments;
- c. Review triage sick call requests from inmates who have been identified as having a mental illness or intellectual disability, or who have exhibited behavior indicating a mental illness or intellectual disability. Screen if danger to self or others and suicide precautions taken when necessary and refer to Shift Supervisor and coordinate, when necessary, with J Allen; and
- d. Coordinate with J Allen at Detention Center to ensure all requests for medication by inmates in which there is reasonable cause to believe the inmate has a mental illness or is a person with an intellectual disability, or who have exhibited behavior indicating a mental illness or intellectual disability, are communicated to on-call psychiatrist in a timely manner.

3.3 Provide Mental Health Intake Specialists to coordinate Mental Health Screening Evaluations on jail inmates seven days a week, four (4) hours daily (late afternoon/evening shifts) on all weekdays, including holidays, and eight (8) hours daily on weekends (morning and late afternoon/evening shifts) at the County Detention Center consisting of the following:

- a. Mental Health Screening will be completed on inmates in which there is reasonable cause to believe the inmate has a mental illness or is a person with an intellectual disability;
- b. Referral to District Attorney's Office will be completed on all inmates identified as having mental health issues at booking. These same referrals will be forwarded to the Mental Health Liaison;
- c. Screen referred inmates for danger to self or others to determine immediate needs and to inform Shift Supervisor of the assessed risk level of the inmate; refer to J Allen as needed.;
- d. Assist with preparation of psychiatric appointments;
- e. Assist the Mental Health Liaison or other qualified mental health experts with collecting all information needed for determining whether the inmate has a mental illness or is a person with an intellectual disability so that a written assessment required under Texas Code of Criminal Procedure article 16.22 may be completed when required;
- f. Coordinate with J Allen, the Mental Health Liaison, and all other mental health providers at the Detention Center to ensure that requests for medication by inmates in which there is reasonable cause to believe the inmate has a mental illness or is a person with an intellectual disability, or who have exhibited behavior indicating a mental illness or intellectual disability, are communicated to the on-call psychiatrist in a timely manner;
- g. Comply at all times with the Brazoria County Sheriff's Office's Policies and Procedures Manual and Mental Disabilities / Suicide Prevention Plan which includes suicide screening form and CCQ form; and
- h. Coordinate immediately with Brazoria County Sheriff's Office mental health personnel, Shift Supervisors and J Allen in the event that, during the mental health screening process or at any other time, the Specialist has reason to believe an inmate is potentially suicidal or demonstrates bizarre behavior.

3.4 Ensure the Liaison, all Case Managers and Mental Health Intake Specialists have up-to-date certifications as qualified mental health professionals, if required, in the State of Texas.

3.5 Adhere to all Detention Center security and background checks required for anyone working in the Jail.

3.6 Foster interagency collaboration with J Allen, the medical provider at the Detention Center and GCC's contracted psychiatric/telepsychiatric provider, to ensure that all inmates receive mental health and/or intellectual disability assistance as needed.

3.7 Coordinate with J Allen in creating policies and procedures relating to responsibilities of each entity as it pertains to the mental health screening processes, psychiatric on-call services, and the mental health maintenance of inmates while incarcerated in the Detention Center. Said policy is to be provided to County within 30 days of this contract and then annually on the contract renewal date. Update policy as needed.

3.8 Coordinate receipt of sample medication or reimbursement of approved (by on-site GCC manager or designee) psychiatric medication, not to exceed \$10,000, to be administered to inmates (identified as a current GCC client) who require such medications in order to stabilize or maintain their mental health. Approval of the medication dosage or reimbursement for the medication to Detention Center must adhere to GCC policies and procedures. Said procedure includes the following:

- a. Individuals for whom the sample or reimbursement would be provided must have been seen by a GCC physician within the previous One Hundred Twenty (120) days.
- b. GCC will not administer the medication within the jail setting. Instead, either the medication sample or reimbursement for the medication will be provided to Detention Center for the on-site provider to administer the medication. It is understood that the on-site provider will need to initiate an order or receive a court order for administration of the medication to occur within the jail setting.
- c. Sample medication or reimbursement of Risperdal Consta and Invega Sustenna will only be provided when the individual will not be detained long-term. Both medications are intended to counter non-compliance within the outpatient setting. In addition, both medications are non-formulary for TDCJ. Both indications yield a best practice to seek an oral alternative for any individual detained long-term.
- d. Provision of a sample or reimbursement of medication for an individual seen by a GCC physician within the last One Hundred Twenty (120) days, who did not previously prescribe the medication requested by Detention Center will require consultation between GCC and on-site jail provider. This particular scenario will be taken case by case to ensure required practices are adhered to while working to meet the needs of the patient.

3.9 Screening Records:

- a. Maintain paper Records, onsite at the jail;
- b. Manage records in a manner that meets or exceed TCJS expectations for records management and retention; and
- c. GCC acknowledges that Records belong to the County.

3.10 Insurances: At all times during this Agreement, GCC agrees to maintain professional liability insurance covering itself, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, in the event that the coverage changes, GCC shall notify the County in writing.

IV. Responsibility of Brazoria County

- 4.1 The County agrees to provide the following:
- a. Payment for Mental Health Specialists and screenings: County agrees to pay GCC \$152,250.00 annually that is included in payments to GCC under the Amended Memorandum of Understanding between GCC and County:
 - b. Office space and telephone access at the Detention Center.

V. Term

5.1 This Agreement's initial term shall be for one (1) year beginning on October 1, 2022 and terminating September 30, 2023. After the expiration of the initial term, this Agreement shall automatically renew for four (4) additional and successive but distinct one (1) year terms. Notwithstanding the preceding, either party may terminate this Agreement at the end of any then current one (1) year term by providing written notice to the other party of its intent to terminate at least one hundred twenty (120) days prior to the expiration of the then current one (1) year term, where if written notice is provided pursuant to this section said termination shall become effective upon the expiration of the then current one (1) year term.

VI. Termination

6.1 **Early Termination:**

- a. County or GCC may terminate this agreement without cause with 150 days written notice. Notice must be made to authorized contract representative for each party.
- b. If County defaults on payments or Provider fails to meet minimum expected services, either party can cancel for cause with 60 days written notice. Notice must be made to authorized contract representatives and notice must explain in detail the reason for early termination as well as any past effort to resolve issue.

6.2 **Dispute Resolution:** Although, it is not anticipated, in the event the Parties encounter a contractual disagreement that cannot be resolved at the local level, both parties agree to participate in mediation toward the goal of resolving any differences.

VII. Confidentiality

7.1 GCC has thoroughly familiarized itself with and shall follow all laws and regulations relating to the confidentiality of medical/treatment information. GCC shall maintain

the confidentiality of information received pursuant to the performance of this Agreement, including medical records and information which discloses information about or the identity of any person served, in accordance with applicable federal and state statutes, rules, and regulations.

7.2 Additionally, GCC and County understand and agree that all Individually Identifiable Health Information (IIHI) and Protected Health Information (PHI), as defined in 42 U.S.C. § 1320(6) and as defined in 45 C.F.R. Parts 160 and 164 (the Privacy Rule), subject to the Health Insurance Portability and Accountability Act (HIPAA) will be safeguarded in accordance with all applicable state and federal rules and regulations and in accordance with HIPAA.

VIII. General Provisions

8.1 Notice. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

Brazoria County
Contact: Bo Stallman
Brazoria County Sheriff
3602 County Road 45
Angleton, Texas 77515

Gulf Coast Center:
Contact: Felicia Jeffery
Chief Executive Officer
The Gulf Coast Center
4444 West Main
League City, Texas 77573
Fax: (281) 338-2460

Written notice permitted or required between the Parties to this Agreement is effective upon receipt by the recipient Party.

8.2 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Brazoria County, Texas.

8.3 Entirety of Agreement. This Agreement constitutes the entire Agreement existing among or between the Parties. No other oral or written statements not specifically incorporated herein, shall be of any force and effect. The Parties rely solely upon the representations and terms contained in this Agreement and no others.

8.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

8.5 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

8.6 Assignment. GCC may not assign, sell, or otherwise transfer this Agreement without the prior written permission of the County.

8.7 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

8.8 Waiver. The waiver by either the County or GCC of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement.

8.9 Benefit. This Agreement is intended to inure only to the benefit of GCC and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

8.10 Public Information Act. GCC and County acknowledge that, pursuant to the Public Information Act, County may be required to release information regarding GCC. Information provided to or maintained by County which GCC considers proprietary must be clearly marked as proprietary. However, such information may still be subject to disclosure, depending on the opinion of the Attorney General of Texas.

8.11 Prohibition on Gratuities. GCC understands that the employees of County or individuals acting as agents of County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Agreement. GCC agrees that no employee or agent of County has been or will be retained to solicit or secure this Agreement. GCC has not paid or agreed to pay and will not pay or agree to pay any employee or agent of County any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this Agreement with County or as an inducement for entering into any Agreement with County. The unauthorized offering or receipt of such payments may result in immediate termination of this Agreement.

8.12 Survives Agreement. Notwithstanding anything to the contrary, all requirements of this Agreement regarding confidentiality and record retention shall survive this Agreement.

8.13 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

This Agreement is EXECUTED to be effective as of October 1, 2022.

GULF COAST CENTER:

Date:

Felicia Jeffery
Chief Executive Officer

ATTEST:

Cathy Scott, Secretary to the Board of Trustees

BRAZORIA COUNTY:

Date:

L. M. "Matt" Sebesta, Jr.
County Judge

ATTEST:

County Clerk